

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1539787
Vendor Name: AMBIENT TOURS INC.
Invoice Number: B0355826
Invoice Date: 01/18/18
PO Number: B0355826
Check Number: E0065026
Check Amount: \$ 20,000.00
Check Date: 01/19/2018
Department ID: 11601
Reviewer Name:
Voucher Number: V0491799
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

MEMO TO: Brian W. Caputo
FROM: Ellen McGowan
Business Manager, Arts Center
DATE: January 18, 2018
SUBJECT: Request for Manual Check 1

Brian,

Please approve this manual check request for payment to:

Ambient Tours Inc.(Artist Fee, Chris Botti) 20,000.00

This payment is for the show on Saturday, January 20. The PO was held up in the approval routing.

Thank you for your help and understanding.

Ellen McGowan

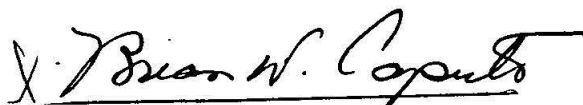
Attachments

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

Need by:

Jan 19

Thank you!

X 

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

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

Vendor:

1539787
AMBIENT TOURS INC.
9190 W OLYMPIC BLVD #411
BEVERLY HILLS, CA 90212

Attn: JOSEPHINE TAN

Phone: 424-204-9398
Fax: 424-204-0718



**Check
Enclosed**

PURCHASE ORDER

355826

Page: 1

Release Method: Hard Copy

Release Date: 01/18/2018

Created Date: 01/18/2018

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: Castellanos, Susan

Purchase Order Comments:

(Check Enclosed)

(Ellen McGowan needs to pick up check on 01/19/18)

Contract attached and COI attached.

Requisition Number(s): 664048

Requisitioner Name(s): Ellen McGowan

#	Vendor Item	QTY	UOM	Description	Unit Price	Total Price
1		1	Each	01/20/17 Chris Botti Balance per att'd contract	\$20,000.00	\$20,000.00
Deliver To: McGowan, Ellen						

Sub Total: \$ 20,000.00

Total: \$ 20,000.00

Account Code Summary		
Account Code	Account Description	Amount
05-60-11601-5309001		\$20,000.00

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, Word, Excel. Invoices must reference the COD Purchase Order Number. Invoices are to be emailed to invoicing@cod.edu. Questions about payment status or other inquiries, please email 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 set up your ACH account upon receipt of this PO to avoid unnecessary payment delays. A letter will be sent to you under separate cover which outlines the set-up instructions, your log-in, and temporary password. Invoices must be received in an electronic format at least three weeks prior to the due date and are to be emailed to 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.
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.

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

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

355826

Page: 2

Release Method: Hard Copy

Release Date: 01/18/2018

Created Date: 01/18/2018

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

Vendor:1539787
AMBIENT TOURS INC.
9190 W OLYMPIC BLVD #411
BEVERLY HILLS, CA 90212

Attn: JOSEPHINE TAN

Phone: 424-204-9398

Fax: 424-204-0718

**Check
Enclosed****PURCHASE ORDER**

355826

Page: 1**Release Method:** Hard Copy**Release Date:** 01/18/2018**Created Date:** 01/18/2018**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:** Castellanos, Susan**Purchase Order Comments:**Check EnclosedEllen McGowan needs to pick up check on 01/19/18.

Contract attached and COI attached.

Requisition Number(s): 664048**Requisitioner Name(s):** Ellen McGowan

#	Vendor Item	QTY	UOM	Description	Unit Price	Total Price
1		1	Each	01/20/17 Chris Botti Balance per att'd contract	\$20,000.00	\$20,000.00

Deliver To: McGowan, Ellen**Sub Total: \$** 20,000.00**Total: \$** 20,000.00**Account Code Summary**

Account Code	Account Description	Amount
05-60-11601-5309001		\$20,000.00

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, Word, Excel. Invoices must reference the COD Purchase Order Number. Invoices are to be emailed to invoicing@cod.edu. Questions about payment status or other inquiries, please email 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 set up your ACH account upon receipt of this PO to avoid unnecessary payment delays. A letter will be sent to you under separate cover which outlines the set-up instructions, your log-in, and temporary password. Invoices must be received in an electronic format at least three weeks prior to the due date and are to be emailed to 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.
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.

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

PURCHASE ORDER

355826

Page: 2**Release Method:** Hard Copy**Release Date:** 01/18/2018**Created Date:** 01/18/2018

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.



11 Madison Avenue
18th Floor
New York, NY 10010
USA
Phone: +1 212-903-1359
email: cjs@wmeentertainment.com

CHRIS BOTTI

AMBIENT TOURS, INC.

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 02 Jun 2017 between AMBIENT TOURS, INC. (hereinafter referred to as "PRODUCER") furnishing the services of CHRIS BOTTI (hereinafter referred to as "ARTIST") and COLLEGE OF DUPAGE/Brian Caputo (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

MCANINCH ARTS CENTER
Glen Ellyn, IL 60137
USA

2. DATE(S) OF ENGAGEMENT:

Sat 20 Jan 2018

a. Number of Shows

1

b. Show Schedule(s):

06:30 PM. Doors

07:30 PM CHRIS BOTTI; (120 min.)

12:00 AM: Curfew

3. BILLING (in all forms of advertising):

An Evening With

4. COMPENSATION:

\$40,000.00 USD (Forty Thousand U.S. Dollars) flat GUARANTEE

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

PURCHASER to provide house sound and lights.

PURCHASER to provide (1) grand Steinway piano.

Production Contact:

Joe Hopper
(630) 942-2913 (off.)

6. TRANSPORTATION AND ACCOMMODATIONS:

a) Air transportation:

b) Accommodations: PURCHASER to pay for and provide hotel rooms for (1) night as required by ARTIST.

c) Air freight and excess baggage:

d) Ground transportation: PURCHASER to provide and pay for ground transportation consisting of multiple pick-ups to/from airport/hotel/venue as required by Producer consisting of (1) 12 passenger van with the last seat removed and (1) SUV.

e) Meals and incidentals:

Agreement dated 02-June-2017

Page 1 of 9

WME Concert, rev. 2014-03-29/updated March, 2015

CHRIS BOTTI
COLLEGE OF DUPAGE
Seq: 2627612

f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

PURCHASER requests ARTIST to participate in a master class or Q&A for College of DuPage Music Students, details to be agreed upon by ARTIST management

- a) PURCHASER to pay for and utilize Artist supplied ad mats, radio and television spots from Tour Designs. No other forms of advertising are permitted. Contact Fergy at (323) 217-1100 or fergy@tourdesign.com.
- b) PURCHASER to provide Artist with no less than twenty five (25) complimentary tickets for each performance, located in the first twelve (12) rows if venue has 1000 seats or under and located in the first fifteen (15) rows if venue has over 1000 seats.
- c) All advertising to be settled at net.
- d) PURCHASER to pay for any and all wire fees incurred during payment for this engagement. It is agreed and understood that if any wire fees are incurred by the ARTIST, the PURCHASER shall reimburse the ARTIST for these fees upon settlement.
- e) PURCHASER to provide and pay for meals for ARTIST and travelling party. If PURCHASER must give buyout, amount must be a minimum of \$40 per night per person for ARTIST and travelling party.
- f) PURCHASER must have approval from Archie Castillo Archie@thecolambygroup.com for any ad breaks and on sales

Artist shall not perform a publicly advertised engagement within 35 miles of the applicable Venue, for a period of 90 days prior to or 90 days after the performance of the Engagement at this applicable Venue.

Notwithstanding the foregoing, Artist shall NOT be precluded from performing the following

- (i) private performances which are not publicly advertised and for which tickets are not sold to the general public;
- (ii) charitable events or multi-Artist charity concerts;
- (iii) any non-performing appearances (whether public or private),
- (iv) radio and/or TV appearances or performances, including, without limitation TV specials, television news, talk shows, and award shows.

Producer/Artist will not authorize the advertising of a subsequent public performance by Artist to be held within such radius, until the completion of the Engagement at the applicable Venue herein, unless such Engagement is sold out or unless such advertising is approved by Purchaser.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. DEPOSIT in the amount of \$20,000.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 01 Sep 2017; (Upon receipt of fully executed contract)

All deposit payments shall be paid via ~~certified or cashier's check~~ sent to: *COLLEGE CHECK OR ACH PAYMENT, see MAC RIDER # 5*

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: CJ Strock
11 Madison Avenue
18th Floor
New York, NY 10010
USA

OR via bank wire as follows:

CITY NATIONAL BANK
400 North Roxbury Drive
Beverly Hills, CA 90210

Account Name: WME Entertainment, LLC
Account Number: 113147172
ABA Number: 122016066
SWIFT: CINAUS6L



Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name
(as sender), name of the artist, start date of the Engagement(s).

b BALANCE of the monies shall be paid to and in the name of PRODUCER by ~~certified or cashier's check or bank wire~~ (as designated by #S PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by ~~certified or cashier's check or bank wire~~ (as designated by PRODUCER), immediately following the last show of the Engagement.

d In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER immediately following the last show of the Engagement.

COLLEGE CHECK OR ACH PAYMENT, See MAC RIDER

COLLEGE CHECK OR ACH PAYMENT, See MAC RIDER #S

BY COLLEGE CHECK OR ACH PAYMENT

11. SCALING AND TICKET PRICES:

CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sat 20 Jan 7 30 PM	780 Reserved	\$85.00	20	0	760							\$85.00	\$64,600.00
	42 Pk	\$75.00	0	0	42							\$75.00	\$3,150.00
	812		20	0	802								\$67,750.00

SCALING NOTES:

*Comp Breakdown: Artist 25, Venue 10

ADJUSTED GROSS POTENTIAL:	\$67,750.00
TAX:	
NET POTENTIAL:	\$67,750.00

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Advertising	\$8,500.00				
Box Office	\$500.00				
Catering	\$600.00				
Cleanup	\$275.00				
Credit Cards	\$1,357.13				
Other	\$2,500.00				Overhead
Piano	\$200.00				
Sound & Lights	\$3,000.00				
Stagehands	\$1,000.00				
Expense Totals:	\$17,932.13				

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

Venue sells; All Merchandise: 70.00% of proceeds to ARTIST, MFN
Artist sells; All Merchandise: 80.00% of proceeds to ARTIST, MFN.

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

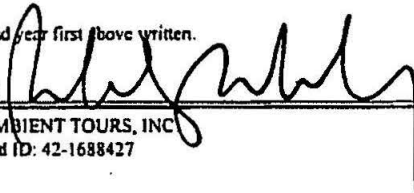
By:



COLLEGE OF DUPAGE
Brian Caputo
425 22nd St
Glen Ellyn, IL 60137-6599
USA

Care of: Diana Martinez
McAninch Arts Center

By:



AMBIENT TOURS, INC
Fed ID: 42-1688427

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Strock

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement, and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement(s) hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies to be maintained by PURCHASER herein. **ARTIST WILL PROVIDE CERTIFICATE OF INSURANCE, see MAC RIDER #8**

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(5) This Agreement shall be construed in accordance with the laws of the State of ~~New York~~ ^{Illinois} applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in ~~New York County in the State of New York~~ ^{New York County in the State of New York} in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in ~~New York County in the State of New York~~ ^{New York County in the State of New York} and shall

Agreement dated 02-June-2017

Page 8 of 9

WME Consent; rev 2014-05-29/updated March, 2015

CHRIS BOTTI

COLLEGE OF DUPAGE

Seq: 2627612

THE STATE OF ILLINOIS,
Sec MACRIDER #11-AS
amended



be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing

(6) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(7) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(8) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(9) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(10) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

^{Amended}
This Rider, dated Friday, June 2, 2017, is hereby made a part of the attached contract/agreement between College of DuPage, McAninch Arts Center (herein known as PURCHASER) and Chris Botti (herein known as ARTIST).

↑ Ambient Tours, Inc. ("Producer") Ats/0

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 the 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 ^{control, solely to the extent of such conflict}
- 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. ^{Amended} It is understood that this agreement supersedes any Artist requirement in conflict with College of DuPage Policy.

↑ And to furnish Artist services for

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, as required by law, for its own employees,

^{Subject to Addendum A}
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 29, 2017, 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.

↑ Producer's

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.~~

or Accident to Artist

or Producer/Artist

↑ Producer/Artist and

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.

(see attached Artist rider).

if possible,

#Purchaser is responsible for all applicable performance licenses and fees (e.g. ASCAP, BMI, SESAC).

Ticketing

Ⓢ Subject to Contract Face terms/Artist rider terms

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 25 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.

→ Subject to Purchaser's licensing/clearances obligations set forth in this agreement.
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 own original work or works for which he/she has 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, 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.~~

→ (including reasonable outside attorney fees)

→ directly resulting from a

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.

→ but in no event shall any such sponsorship suggest or imply Artist endorses said sponsor or its products or services.

→ see Contract Face

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 00% 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.

→ Producer

→ to the extent reasonably available,

→ reasonable

Marketing / Public Relations / Programs

27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon ~~the execution of contract agreement~~ ^{reasonable request} including but not limited to

- High resolution (300 dpi or higher) electronic photos
- Press kit including bio, reviews, photos
- 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.

→ and mutually agreed

Performance Radius

Ⓢ 30. ~~Artist will not perform at other venues within 35 mile radius of McAninch Arts Center, 90 days (9 months) prior to and after performance.~~

COLLEGE OF DuPAGE
McAninch Arts Center

Producer
~~ARTIST / ARTIST'S REPRESENTATIVE~~

By: Diana Martinez

Diana Martinez
Director, McAninch Arts Center

By: Chris Bottone
~~Artist Representative~~ Producer

Date: 06/02/17

Date: 1/2/18

By: Brian W. Caputo

Brian Caputo, VP Administration & CFO
College of DuPage

Date: 6/12/17

*Execution subject to
amendments hereto.

Diana Martinez 1/3/18

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

CHRIS BOTTI: TECH TOURING RIDER 2016

IMPORTANT

BOTTI CREW LOAD IN

Upon the Arrival of the Botti Crew (2) (Tour Manager + Front of House Audio Engineer), we'd like to arrive to the following conditions:

- Stage built
- Backline unpacked, on-stage. Please do not setup drums.
- Monitor Console installed, and patched (to agreed input list)
- Front of House Console installed, and patched (to agreed input list)
- Stage boxes patched
- Lighting Setup, but not focused. We will most likely move equipment. Therefore, it is better to wait until that is completed before doing focus.

CHRIS BOTTI: TECH TOURING RIDER 2016

AUDIO

1) It is important that there be audience front fill speakers. They need to cover the first few rows of the audience. Mr. Botti and his guest vocalist will come out into the audience area and for one song and the front fill speakers are critical for them to hear properly (as well as the first few rows of audience). Please provide 1 or 2 1x15" type boxes on each side of the stage (depending on width) such as a Meyer UPQ-1P (not the 2P) or Nexo PS-15-R2. In addition, small low profile speakers across the front of the stage are helpful.

2) Tour will provide a Bricasti M7 stereo digital reverb for use at FOH. Please have AES and Analog XLR connections available for this unit.

3) FOH and MON consoles cannot share headamp control. A professional mic split with fanouts to each console must be provided. Transformer isolation is preferred.

4) We will require 2 channels of Shure UHF-R U4D wireless receivers. 2 Handheld Transmitters will be required. 1 x SM58 and 1 x KSM9 capsule

5) Tour will provide RF transmitter/receiver for Trumpet and Violin but request that Two Additional channels of Shure UHF-R U4D be provided with 2 x UR1 Beltpacks as a backup. BELT PACKS MUST BE UR-1

In Ear Monitors - We request 2 channels of either Shure or Sennheiser IEM transmitters with 2 Beltpack receivers. One for Drums (Stereo) and One for Bass (Mono).

6) Symphony shows will be advanced specific to each local orchestra. The input list will be flexible depending upon the needs and comfort level of each orchestra regarding microphones and amplification.

7) !!!Please make sure digital consoles are updated with the latest firmware/software!!!

CHRIS BOTTI: TECH TOURING RIDER 2016

AUDIO

FRONT OF HOUSE: (see input list for details)

Note: The Artist will be touring with their own FOH Engineer yet, it is imperative that a qualified FOH systems tech is provided with either the house sound system or the audio provider.

PA Systems - The PA system should cover the entire audience area with an even response across the entire venue. System should be capable of producing a max SPL of 120dB without distortion. Modern professional line array systems are absolutely preferred. System control should reside at the front of house.

Speaker System and Processing

- Line Array Systems strongly requested. Preferred manufacturers include: JBL, L'Acoustics, D&B, Meyer. All others must be approved by FOH Engineer. Front Fills are very important for this production so it is imperative the adequate coverage is provided. Cardioid Sub patterns are preferred.
- All PA zones should be fed from Console Matrix outputs
- Digital Processing: Lake Processing, Galileo, BSS Omnidrive, XTA DP 224/226 w/ Control Positioned at FOH

House Console

- Preferred console: Digidesign Profile (4 DSP Cards). Other acceptable consoles in order of preference: Soundcraft (Vi7000,5000), Digico (SD10, SD5, SD7,SD8), Yamaha PM5D-RH. If Profile is not available a Waves V9 Plug-In Server with appropriate interface is requested with the substitute consoles. FOH Engineer will provide a show file for each of these consoles. Any console not listed must be approved by FOH Engineer.

CHRIS BOTTI: TECH TOURING RIDER 2016

AUDIO

STAGE MONITORS: (see input list for details)

Note: The Artist does NOT carry a Monitor Engineer. It is imperative that a qualified Monitor Mixer is provided with either the house sound system or by the audio provider.

Monitor Console

- Preferred console: Digidesign (Venue/Profile). Other acceptable consoles in order of preference: Digidesign SC48, Soundcraft Vi, Yamaha PM5D-RH, Yamaha CL5, M7CL, Digico (SD10, SD5, SD7, SD8). FOH Engineer will have a show file available for each of these consoles. Any other console must be approved by FOH Engineer.

Monitor Wedges

- Ten (10) x Bi-amped 12"x2" monitor wedges (including cue)
- L'Acoustic 112XT, D&B M2, Meyer MJF210 or comparable.

Monitor mixes

Chris - Mix 1/2 - stereo mix / pair of wedges downstage ctr. (trumpet, vocal, violin only)

Piano - Mix 3 - one wedge at the piano. (piano, keys, guitar - not loud)

Guitar - Mix 4 - one wedge at the keys position. (guitar)

Drums - Mix 5/6 - Stereo Ears

Keys - Mix 7/8

Bass - Mix 9 - Mono Ears

2 x Monitor wedge mixes (fed from FOH) - Mix 9/10

ELECTRICAL POWER:

All sound and stage power must be on a service separate from the lighting power.

Stage equipment to be powered by four (4) 20-amp 110/120 VAC circuits, each to appear on stage as a quad box.

Countries that use 220/240 Volts it is necessary to provide a 20 amp-step-down transformer to convert to 110/120 VAC at FOH, MON and on stage (x 2)

--

Ryan Beck

Audio Engineer/

Systems Designer

Mobile 443-983-3153

Email ryanbeckaudio@gmail.com

****INTERNATIONAL - IT IS ESSENTIAL
THAT WE HAVE 4 SEPARATE 110 CONVERTORS****

CHRIS BOTTI: TECH TOURING RIDER 2016

INPUT LIST

CHRIS BOTTI INPUT LIST

2016

FOH patch	Microphone	Location	Stand
1	Kick	Beta 91 / Sennheiser 901	
2	Kick	Beta 52 / Sennheiser 902	short boom
3	Snare top	SM57	short boom
4	Snare bottom	SM57	short boom
5	Hi Hat	KM184 / AKG451 / KSM137	short boom
6	Tom 1	Sennheiser (E604/904) / Beta 98	short boom (if 604)
7	Tom 2	Sennheiser (E604/904) / Beta 98	
8	Tom 3	Sennheiser (E604/904) / Beta 98	
9	Tom 4	Sennheiser (E604/904) / Beta 98	
10	OH sr	AT4050 / AKG414 / KSM32 (Large Diaphragm)	tall boom
11	OH sl	AT4050 / AKG414 / KSM32 (Large Diaphragm)	tall boom
12	Elec Bass DI	DI - Countryman	USC
13	Acou Bass DI	DI - Countryman	USC
14	Acou Bass Mic	DPA4099 / AKG414 / KM184 / AKG451	USC short boom
15	Piano Low	AKG414 / DPA4021	DSR magnet / gaff
16	Piano Hi	AKG414 / DPA4021	DSR magnet / gaff
17	Piano pickup	provided	DSR
18	Elec Gtr	AT4050 / AKG414 / KSM32	DSL short boom
19	Acou Gtr	DI - Radial / Countryman	DSL
20	Trumpet	Shure UHF-R w/ backpack Tx (mic provided)	off SL
21	Trumpet - mute	same input as 20 (digital patch or physical Y)	
22	Botti Vocal	(must be RF) SM58/e835 or comparable	off SL round base straight
23	Guest Vocal	(must be RF) KSM9/KMS105/e965/ae5400	off SL round base straight
24	Violin	Shure UHF-R w/ backpack Tx (mic provided)	off SL
25	Violin spare	DI - Radial / Countryman	DSC
26	Motif L	DI - Radial / Countryman ch26-29 must be same model	USL
27	Motif R	DI - Radial / Countryman ch26-29 must be same model	USL
28	Computer L	DI - Radial / Countryman ch26-29 must be same model	USL
29	Computer R	DI - Radial / Countryman ch26-29 must be same model	USL
30	HW 58 spare	SM58	DSC
31	Ambient L	Shotgun / KM184 / AKG451 / KSM137	DSR
32	Ambient R	Shotgun / KM184 / AKG451 / KSM137	DSL

* mics listed in order of preference Any deviations from list must be approved by FOH Engineer

Any questions please contact:

Ryan Beck (FOH Engineer)

443-983-3153

ryanbeckaudio@gmail.com

CHRIS BOTTI: TECH TOURING RIDER 2016

BACKLINE TO BE PROVIDED BY PURCHASER (PAGE 1/2)

DRUMS One complete set - MAPEX OR PEARL MASTERS SERIES ONLY

Preference for Maple Shells, Maple&Walnut Mix shells, Birch&Maple Mixed, Birch&Walnut mix or just Birch shells as last option

EXACT DIAMETER SPECS ESSENTIAL PLEASE CONFIRM (diameter x depth)

1. 10" x 8" tom - Mounted on Kick Drum
2. 12" x 9" tom - Mounted on Kick Drum
2. 14" x 14" fl tom (must be on legs)
3. 16" x 16" fl tom (must be on legs)
4. 20" x 18" bass drum
5. 14" x 6.5 1/2" Brass / Metal Snare
6. 14" x 5 1/2" Maple Snare
7. 7 Falcon (BF 1000) Cymbal Boom Stands
8. 1 Professional Quality THREE LEGGED Double Braced Hi Hat Stand
9. 1 DW9000 Kick Drum Pedal
10. 2 Falcon (SF 1000) Snare Stands
11. 1 Saddle Top Drum Throne (T755A)

Cymbals: Preference in this order: Sabian: HHX Fierce, HHX-plosive, Legacy

- 16" Crash
- 18" Crash
- 19" Crash
- 18" Ozone
- 22" or 21" Ride
- 10" Splash
- 14" hi hats

Drum rug: 8'x8' Black or Dark Gray

Drums Head request

- 1.) Three 14" Evans G1 Coated for snares
- 2.) Evans G2 Coated for All Toms
- 3.) Evans Genera resonate Heads for All Bottom drums
- 4.) Evans Coated Emad For bass Drum if not coated then Clear as last option.
- 5.) Standard Mapex Logo drum head for front of bass drum with standard size Air hole.
- 6.) New Sticky Kick Drum Beater Pad is Essential.

CHRIS BOTTI: TECH TOURING RIDER 2016

BACKLINE TO BE PROVIDED BY PURCHASER (PAGE 2/2)

PIANO / KEYBOARDS (WE NEED 1 PIANO + 1 KEYBOARD)

1. One 7ft-9ft ' Yamaha / Steinway Grand Piano (Tuned before LOAD IN) + Bench
2. One Yamaha Motif (XF8 OR XS8 ONLY) "in order of preference" keyboard
3. One Yamaha FC7 Expression pedal
4. One single tier stand
5. One Sustain pedal
6. Drum Throne with Back for Keyboard player

BASS

Upright ACOUSTIC bass PLUS ONE FRENCH BOW

Please provide A GOOD QUALITY CARVED (not Plywood) acoustic upright bass w/ Fishman "FULL CIRCLE" pickup, or David Gage Realist pickup, Adjustable bridge is essential This is the core instrument for the player, so having a good quality instrument is essential. Please make an extra effort to ensure a good quality instrument.

Electric Bass RIG (We Require both Electric and Acoustic Amps)

Amp: Aguilar db751 or ad500

Cabinet: For Electric bass - Aguilar 4X10 (Speakon connections preferred)

1 x Standard Guitar stand with bottom Support

Acoustic Bass Rig

Amp: Aguilar db751 or ad500

Cabinet: For the Electric bass - Aguilar 4X10 (Speakon connections preferred)

- Please provide one (1) small bottle of rubbing alcohol (isopropyl)

GUITARS

1. Two (2) Fender Twin Amplifiers (One is spare)
1. Two (2) Standard Guitar stands with bottom Support

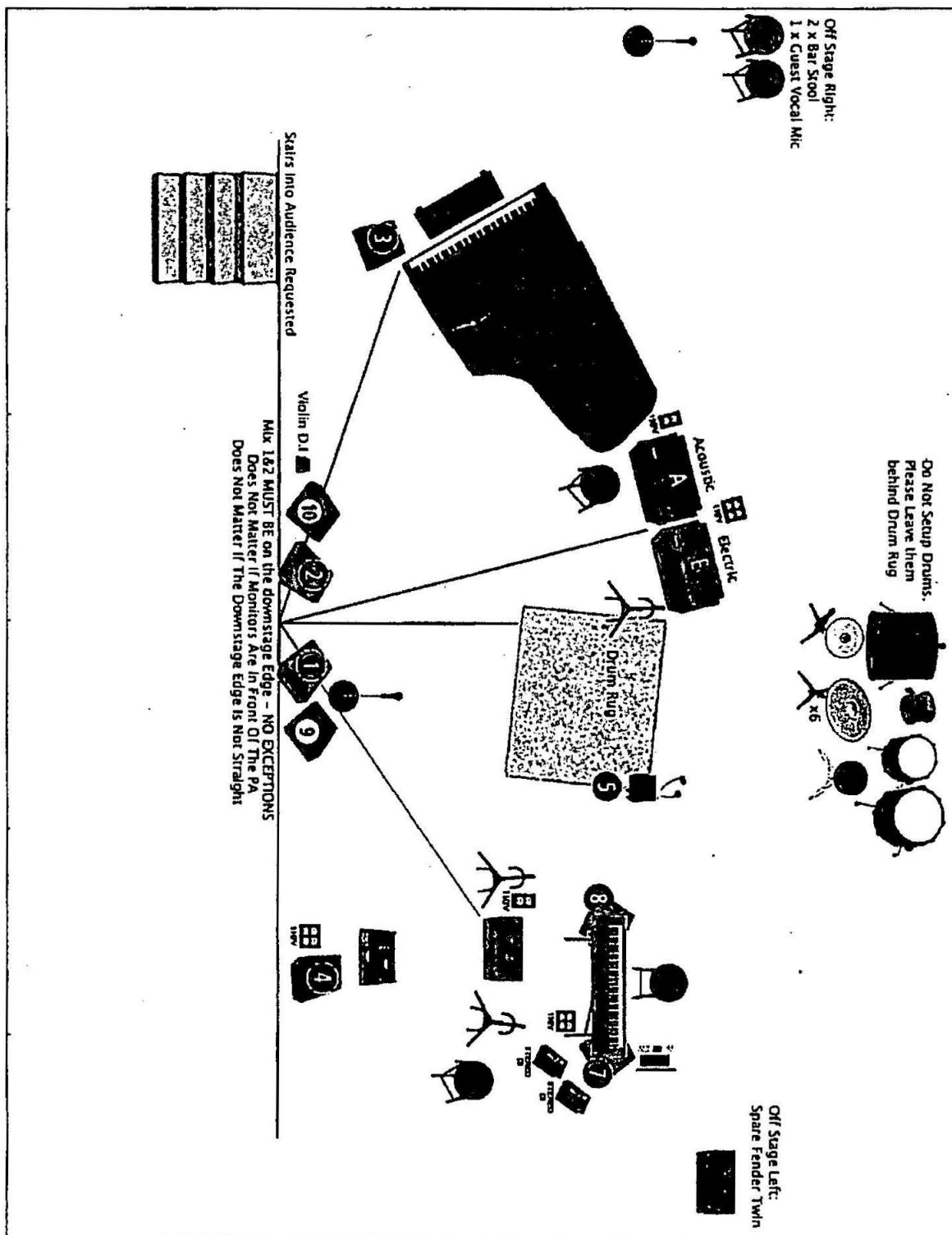
VARIOUS

8 x 15ft instrument cables + 2 x 5ft instrument cables

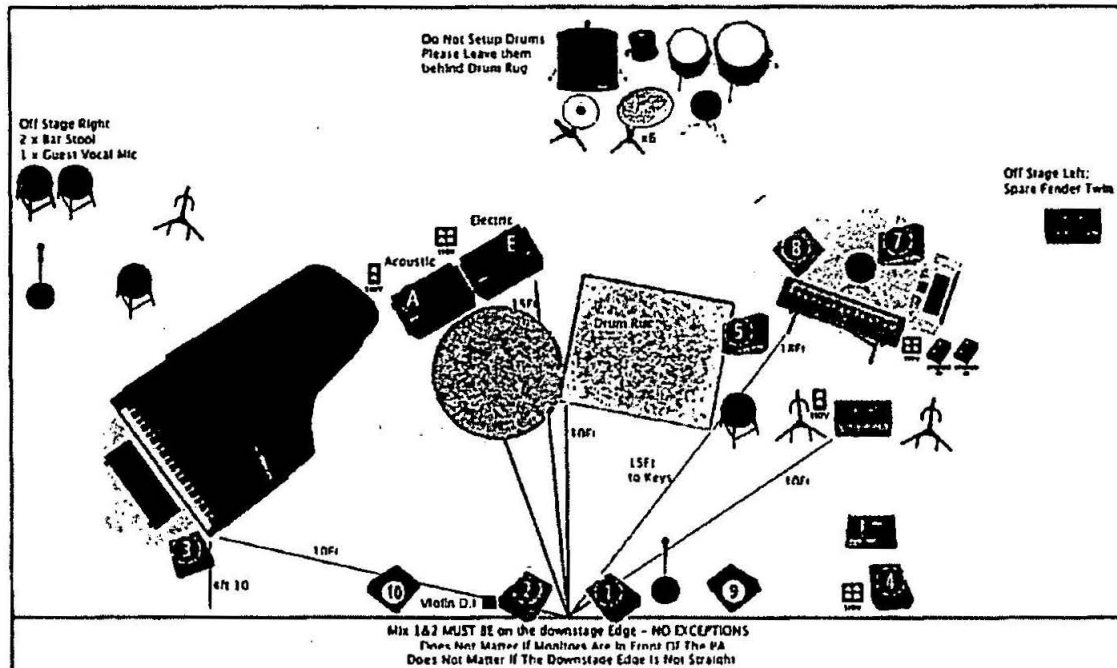
Please provide FIVE approx Waist High Bar Stools with no back please.

CHRIS BOTTI: TECH TOURING .RIDER 2016

STAGEPLOT



CHRIS BOTTI: TECH TOURING RIDER 2016



LIGHTING REQUIREMENTS:

Purchaser agrees to provide artist, at purchasers expense, one (1) high quality professional lighting system capable of reproducing artists designed show as outlined below. (If applicable) producer must approve any changes from original design. Lighting system rated at 60K watts.

- Two Super Trooper or HMI spotlights in prime condition with experienced operators.
- One (1) white or black cyc curtain sized to entire length of upstage truss. (Non Orch)
- One (1) qualified lighting designer + Two (2) follow spot operators
- Colors of preference are Blue, Red, Magenta
- Water Based Haze / Fog Machine welcomed / Vari-lite Movers Welcomed
- We require to have specials built for each of the 7 on-stage positions (above)
(Botti, Violin, Piano, Bass, Drums, Keys, Guitar)
- Tour Manager will provide LD a detailed sellist with cues for lighting on day of show
- Whenever Possible, please provide stairs from stage into audience.

Stage Lighting Director: Purchaser must provide at least one qualified lighting director for the main lighting system. Operator shall be on call from the load-in to the conclusion of the load-out.

CHRIS BOTTI: TECH TOURING RIDER 2016

INTERCOM SYSTEM:

Intercom system with double-muff headsets to be provided at lighting stations; single-muff at sound stations. Clear-Com units are preferred. It is essential that there is Communication channels between stage and Front of House, and Lighting if needed.

STAGE HANDS

Please provide two (2) stage hands to assist in the setup backline equipment. Purchaser agrees to provide a sufficient number of clean, responsible, experienced and sober stage hands as agreed with Tour Manager.

SHOW CALL:

All stage and tech personnel shall be made available to producer 30 minutes prior to show time. In addition to sound and lighting engineers (specified above),

SOUND CHECK:

ARTIST requires a sound check (30) minutes in duration.

PHOTOGRAPHY / RECORDING:

While Chris and the band allow photography (without flash), we do not actively encourage or discourage it publicly. Simply put, if you see someone taking pictures without a flash, it is ok, but do not post signage stating that it is allowed.

RUNNER

When possible, purchaser will provide one (1) clean, sober and responsible person with vehicle, possessing a valid operator's license and local knowledge, who can assist producer with local errands and purchases if needed.

STAGE TOWELS / STAGE WATER

Please provide ten (10) hand towels, preferably a dark color for use by the band on stage during each performance + Twelve (12) bottles of still water on ice. These must be delivered to Tour Manager no later than 30 minutes prior to performance.

CHRIS BOTTI: TECH TOURING RIDER 2016

HOSPITALITY

DRESSING ROOMS:

Please provide 4 dressing rooms: If multiple rooms are not available, please provide 1 room large enough to accommodate 12 people. Attached CLEAN bathroom preferred. Dressing rooms must lock, & keys given to Tour Manager for the duration of event. Prefer to have all dressing rooms on same floor.

Room #1 - Chris Botti

Two (2) Bath Towels + Two (2) hand towels + One (1) bar Soap
Two (2) Bottles of water / One (1) Small Bottle of Mouthwash

Room #2 - Chris Botti Band

Six (6) Bath Towels + Six (6) hand towels

~~Two (2) Bottles of Wine (Cabernet / Pinot Grigio) + One (1) Bottle Sake~~ NO ALCOHOL, see MAC RIDER #23
Eight (8) Bottles of water, ice & Assorted Soda (Diet coke, coke etc)
Assorted fruit, cheese, vegetable platter for 6

Room #3 - Vocalist (Stage Right Preferred)

Two (2) Bath Towels + Two (2) hand towels + Two (2) Bottles of water

Room #4 - Violinist (Stage Right Preferred)

Two (2) Bath Towels + Two (2) hand towels + One (1) bar Soap
Two (2) Bottles of water
One (1) Iron + Ironing Board Plus a Steamer

Green Room / Catering Room

Coffee & Tea: whole milk or half & half, sugar, spoons, 12 cups.

Crew Lunch for two (2) people - Good, Healthy Food option

Band Dinner for Ten (11) People (Time To Be Agreed with Tour Manager)

Dinner should be a four-course, consisting of appetizer, Salad, Main Course & dessert. Geoffrey Keezer (gluten free), Sy Smith (vegetarian) and Richie Goods (Doesn't eat Red Meat). There must be an actual Vegetarian Meal & Gluten Free Meal.

Vegetarians have feelings too :). They cannot just be left to eat the side dishes that happen to be vegetarian.



CHRIS BOTTI: TECH TOURING RIDER 2016

It is our hope to enjoy a successful engagement. Please communicate with artist management as early as possible to assure all efforts are in the best interest of all concerned.

Should you have any questions about anything related to the technical side of Chris Botti's performance, please contact:

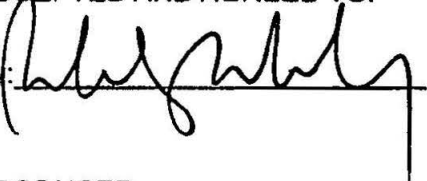
Jeremy Plotnikoff, Tour Manager: +1 713-412-8864 Email: cheekyjeremy@mac.com
Ryan Beck - Audio 443-983-3153 (audio only) Email: ryanbeckaudio@gmail.com

Should you have questions regarding promotional, and Marketing, please contact:

Archie Castillo: 310 399 8881 Email: archie@thecolombygroup.com
The Colomby Group (Chris Botti Management)
2110 Main Street Suite 302 | Santa Monica CA | 90405
P 310 399 8881 | F 310 392 1323

This concludes the rider requirements of the artist CHRIS BOTTI for the engagement outlined on the attached contract face.

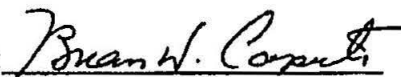
ACCEPTED AND AGREED TO:

By: 

PRODUCER

Date 1/2/18

ACCEPTED AND AGREED TO:

By: 

PURCHASER

Date 6/8/17



AMBITOU-01

BPASSIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0G19762 Momentous Insurance Brokerage Inc 5990 Sepulveda Blvd., #550 Van Nuys, CA 91411	CONTACT NAME: Barbara Passin		
	PHONE (A/C, No, Ext): (818) 574-0438	FAX (A/C, No): (818) 574-0488	
	E-MAIL ADDRESS: barbara.passin@mmibi.com		
INSURED Ambient Tours, Inc. - Chris Botti c/o Tan & Associates 9190 W. Olympic Blvd. Unit 411 Beverly Hills, CA 90212	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Fireman's Fund Insurance Company		21873
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Agg		XPK80975891	01/30/2017	01/30/2018	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		XPK80975891	01/30/2017	01/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		XWC81038409	01/30/2017	01/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an Additional Insured, but only as respects to the claims arising out of the negligence of the Named Insured. Regarding the show on Saturday, January 20th, 2018.

CERTIFICATE HOLDER COLLEGE OF DUPAGE Brian Caputo 425 22nd Street Glen Ellyn, IL 60137	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Barbara L. Passin</i>
---	--