

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1087255
Vendor Name: Theatreworks USA
Invoice Number: B0353316 BAL
Invoice Date: 03/27/18
PO Number: B0353316
Check Number: 0235022
Check Amount: \$ 3,375.00
Check Date: 04/11/2018
Department ID: 12151
Reviewer Name:
Voucher Number: V0507356
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

PAYABLES REQUEST FOR PAYMENT

3/27/2018

AP VERIFIED
03/29/18 - ROBERT MAREK

Payment Date 4/13/2018

Blanket Order # 353316

Line # Lines 2 ONLY

Payment Amount \$ 3,375.00 01-30-12151-5309001

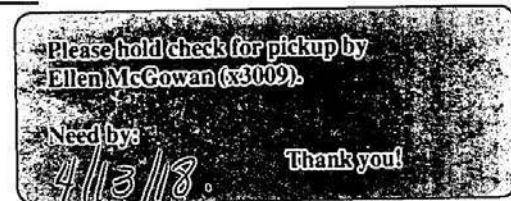
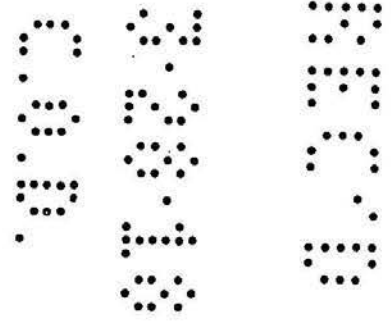
Vendor # 1087255

Vendor Name Theatreworks Usa

Documents Attached Contract

Account # \$ 3,375.00 01-30-12151-5309001

MAC Code (for MAC use only) \$3,375.00 60 Artist Fee TR18_CURIOUS



Authorized Signature

Ellen McGowan

Date

3/27/18

theatreworksUSA

151 West 28th Street
7th Floor
New York, NY 10001

(212) 647-1100
Fax: (212) 924-6377

Diana Martinez
McAninch Arts Center
425 FAWELL BLVD.
Glen Ellyn, IL 60137

Work: (630) 942-3007
Email: martinezd59@cod.edu
Fax: (630) 942-3002

00002472

Dear Diana:

January 18, 2017

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

CURIOUS GEORGE

Date(s) / Time(s)	Location	City and State
****SEE ATTACHED SCHEDULE ADDENDUM****		

1. SPONSOR shall pay THEATREWORKS USA CORP.:
\$4,500.00 as performance (or residency) fee.
\$4,500.00 TOTAL
2. The total amount due under Paragraph 1 above shall be paid as follows:

Contract Deposit Fee: \$1,125.00
Contract Deposit Balance Due: \$3,375.00

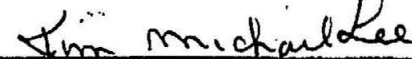
\$4,500.00 TOTAL

Plus hotel for the evenings of April 20, 2018 & April 21, 2018- Five Rooms

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

SPONSOR: If a signed copy of this agreement and any deposit required in paragraph 2 above, are not received by TheatreworksUSA by 2/26/2017, then TheatreworksUSA has the option to consider this contract null and void.

ACCEPTED AND AGREED TO:
McAninch Arts Center

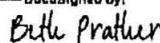


Diana Martinez KIM MICHAEL LEE, INTERIM CFO &

2-21-17

Date

Very truly yours,
THEATREWORKS USA
DocuSigned by:



Beth Prather

TREASURER



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

(212) 847-1100
Fax: (212) 924-8377

Schedule Addendum

Date(s) / Time(s)	Location	City and State	Details
4/21/2018 11:00 AM	Glen Ellyn, IL - McAninch Arts Center	425 FAWELL BLVD. GLEN ELLYN, IL 60137	CURIOUS GEORGE
4/21/2018 1:00 PM	Glen Ellyn, IL - McAninch Arts Center	425 FAWELL BLVD. GLEN ELLYN, IL 60137	CURIOUS GEORGE

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

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

ADDENDUM TO LETTER AGREEMENT

THEATREWORKS/USA CORP. - CURIOUS GEORGE

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

(name of sponsor) presents
the Theatreworks USA production
of
(name of show)
 - b. There shall be no audio or visual broadcast or recording of the performances permitted.
 - c. There shall be no discrimination or segregation in admission or seating based on race, sex, national origin or religion.
 - d. **THEATREWORKS/USA CORP.** shall be under no liability for failure to appear or perform in the event that such failure is caused by or due to the physical inability of any of **THEATREWORKS/USA CORP.** personnel to perform, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation services, or any other cause beyond **THEATREWORKS/USA CORP.**'s control: but payment due **THEATREWORKS/USA CORP.** from **SPONSOR** allocable to such canceled performance(s) need not be made and, if already made, shall be refunded.
 - e. In the event **SPONSOR** cancels any performance(s) for any reason, the **SPONSOR** shall be liable to **THEATREWORKS/USA CORP.** for the full agreed upon amount set forth in the letter agreement.
 - f. Our pre-show set-up is scheduled to be completed by ¼ hour before the scheduled performance time. We cannot begin our set-up earlier in order to allow for earlier seating. If you wish to begin seating prior to ¼ hour before the performance, you may do so, but be aware that the performers will probably still be setting up on stage.
4. **SPONSOR** recognizes that **THEATREWORKS/USA CORP.** is party to an agreement with Actors' Equity Association and therefore must comply with the following:
 - a. Separate dressing rooms (with mirrors) shall be provided for male and female Actors. Dressing rooms shall be comfortably heated and ventilated (as shall the stage) from the time the first Actor arrives, and shall have entrances and windows properly masked from the public to insure privacy.
 - b. Separate sanitary facilities close to the dressing rooms shall be provided for male and female Actors, shall have hot and cold running water, be clean and sanitary and whenever possible, separate from those provided to the audience.
5. The validity, construction and effect of this agreement shall be governed by the LAWS of the STATE of ~~NEW YORK~~ **ILLINOIS**, see **MAC RIGGS #11**

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

A handwritten signature is written over a circular stamp. The stamp contains the text "MAC RIGGS" and "#11".



Theatreworks USA | 151 West 28th Street New York, NY 10001 | 212.647.1100 ph | 212.924.5377 fax | www.twusa.org

TECHNICAL RIDER for CURIOUS GEORGE: THE GOLDEN MEATBALL

IN ORDER TO INSURE THAT ALL GOES SMOOTHLY, IT IS IMPORTANT THAT A COPY OF THIS INFORMATION SHEET GETS TO THE ON-SITE PERSON IN CHARGE.

General Show Information

Show Email: curiousgeorge@twusa.org

Cast/Crew: 2 Females / 4 Males / 1 Stage Manager (All Members of the Professional Actors' Union 'Actors Equity Association')

Running Time: Approx. 60 min

Load in time: Approx. 2 - 2 1/2 hours

Load out time: Approx. 1 hour

Vehicles and Parking: 2 vehicles; IF the vehicles cannot stay in the loading dock while we are at the venue, parking will need to be arranged.

Cargo Van (contains set & gear) - generally a Sprinter or Nissan requiring a clearance height of 9 feet.

Passenger vehicle - anywhere from a Prius to a maxi van. Check with the SM for vehicle specifics.

Section 1 General Information for ALL Venues

1. The Stage Manager will contact the on-site person in charge approximately 1 to 2 weeks before the performance to "advance" the details of the show, the day and to get specific information about your space. (ie - loading dock/ area information, directions and parking information, load in times, etc.) IF you have not been in contact with the Stage Manager by 5 days out, please contact your contract rep or the Assoc. Production Manager at Ext. 119.
2. We will arrive approximately 2 hours before the performance time. Performance times CANNOT be changed last minute. We generally open the house for seating at 30min before the performance. PLEASE make the Stage Manager aware IF you need to open the house before then; you may do so but be aware the company will still be setting up on stage. Sometimes we are able to load in earlier to accommodate an early house.
3. For the LOAD IN, we will need either a dock or large door to fit our set and equipment through. It is important that the loading area and route to the stage is clear of any obstacles. IF the distance between the loading door and the stage/ playing space is long, PLEASE let the SM know when advancing. We may need to begin our load in sooner to accommodate the additional time. In addition, any carts or dollies that can be made available would be appreciated.
4. The taking of pictures during the performance is not allowed, nor is the video or sound recording of the show without expressed written permission of Theatreworks USA. If you are expecting press at the performance, please contact our Press and Marketing Coordinator, Christina Hoffman at choffman@twusa.org or Ext. 121. In addition, any photo calls (picture requests before or after the show) must be approved 48hrs before the performance. This can be done through the advance with the SM or by speaking with the Assoc. Production Manager at Ext. 119.
5. There needs to be an authoritative representative of the venue present at all times to answer questions and accommodate the various needs that may arise while the company is at your venue. We will also require a minimum of 2 additional hands to help with the load in and load out process.
6. For the playing space we will need some or all of the following; specifics should be discussed with the Stage Manager during the advance: Approx. 6 or 7 chairs, 3 or 4 tables (for props and sounds equipment), a rolling costume rack and extra extension cords if power sources are limited.
7. The Stage or Playing space needs to be COMPLETELY clear and swept BEFORE the arrival of the company. Any wings or cross over space also needs to be cleared of all items including any stored items or tripping hazards that might make the space dangerous or difficult to access.
8. We will need easy access to drinking water. Additional hospitality is greatly appreciated, especially in the early morning and on multiple performance days. Suggestions: bagels, small yogurts, fruit, OJ, tea OR sandwiches, soda, veggies.
9. Separate sanitary toilet facilities with hot & cold running water provided for male and female actors. It is preferable that these restrooms are separate from the general public.

PLEASE NOTE:

Section 2 OF THIS RIDER IS FOR THEATRES AND PERFORMING ART CENTERS. SCHOOLS AND SPACES WITH LIMITED TECHNICAL CAPABILITIES PLEASE SKIP AHEAD TO Section 3.

Section 2 THEATRES AND PERFORMING ART CENTERS (Schools and spaces with limited technical capabilities please skip ahead to Section 3.)

1. **STAGE** We require a playing space of 30' X 30' with a minimum stage height of 14'. Masking will be determined by the size of the playing space and should be discussed with the SM during the advance. If there is a main drape we will want to use it and there should be someone available to operate it.
2. **SOUND** We travel with our own sound system that is run by the Stage Manager. Although we are self-contained, if there is a house system available that we can easily tie into, it may be preferable. We will require someone to help with the sound set up, especially if we are using part of the venue's system.
 - a. We travel with 6 wireless body mics. Please make the SM aware of any unusable radio frequencies specific to your area.
 - b. For the mix position, our SM can set up in the wings on either SL or SR. If there is sufficient cabling and/or an option to run sounds and call the show from the front of house it is preferable. Please provide additional lighting if necessary.
 - c. We will require COM from the SM mix position to the lighting person. If it is possible, we like to have an additional on deck stage hand also on COM to help trouble shoot issues during the run.
3. **LIGHTS** We will require 1 person to help set up the looks and run the light board during the show.
 - a. We require only a few simple looks with the possibility of a couple of specials. If colour isn't available, we ask for a bright look with the ability of a Black Out and an option to go dim.
 - b. If colour is available, we simply ask for a warm wash and a cool wash that includes down, front and side light. We may also require a blue out. Please discuss specifics and availability with the SM when advancing.
4. **DRESSING ROOMS** We require a minimum of 2 properly heated/ ventilated dressing rooms close to the stage and containing mirrors and outlets. 2 large chorus rooms should suffice. If only smaller rooms are available, we may require more than the minimum.
5. **FRONT OF HOUSE** We travel with an AEA house board that should be set up in full view of the incoming audience. If you could provide an easel to display said board. (a chair or music stand are also adequate.)

Section 3. SCHOOLS AND SPACES WITH LIMITED TECHNICAL CAPABILITIES

1. **STAGE/ PLAYING AREA** We require a playing area of 30' X 30', with a height of 14'. If your playing space is smaller please let the SM know in the advance so we can make adjustments to the set up and performance.
 - a. If we are playing in a gymnasium, cafeteria, etc. please also make the SM aware. Include information about the specific size of the playing space, and if there is the possibility of wings or other masking. If no masking is available it is fine, we just like to have as much of a plan as possible when heading into the venue.
 - b. We will require 6 or 7 chairs and 2 or 3 tables to help with prop and costume storage during the run. Again, check with the SM during the advance for specifics.
 - c. Windows and doorways should be shaded to keep outside light from coming into the performance area.
2. **SOUND** We travel with a self-contained sound system with 6 wireless mics. We will require regular 110 volt outlets. Please provide additional extension cords if the outlets are not easily accessible or very far from the playing space. We will require an additional table for the stage manager to set up and run the sound system from. This will be in front of the playing space.
3. **LIGHTS** Our needs are very simple. Do not worry if you do not have a sophisticated lighting system. The most important thing for us is that the playing space is adequately lit. Please take time before our arrival to ensure any burned out bulbs have been replaced. We do, however, prefer to avoid fluorescent lighting when possible. Regardless of your systems ability, we will require someone to help work the lights before and during the performance.
4. **DRESSING ROOMS** We require a minimum of 1 extra room close to the stage and bathroom facilities. It needs to be properly heated/ ventilated with available outlets and windows and doors should be covered to ensure the actor's privacy. This room will be where the actors dress and prepare for the performance, but also where they will keep their personal belongings while the show is performing. If an extra classroom is not available, sometimes a faculty room, nurse's office, or other administrative office will work. Band and chorus rooms can also be helpful as they are often closer to the stage. Please ensure there is something available and discuss it with the SM in the advance.
 - a. Storage or janitorial closets cannot be used for this purpose due to Safe & Sanitary restrictions imposed by the union.
5. **FRONT OF HOUSE** We have a "House Board" that will need to be displayed in full view of the incoming audience. We will need you to provide either an easel or chair to display the board. Other suggestions can be made by the SM the day of.
 - a. Make sure all buzzers and bells have been silenced before the start of the performance.

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

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

Relationship / Provisions

1. It is acknowledged that the relationship between the parties is that of independent contractors and in no event will the relationship between the parties hereto be interpreted or construed to be that of employer/employee or of principal/agent.
2. The provisions of the contract and riders that incorporate the Constitution, By-laws, Rules and Regulations of the American Federation of Musicians of the United States and Canada and any local thereof, including but not limited to adjudication of claims, controversy or differences involving services under this contract shall not be binding on the PURCHASER.
3. If someone signs this contract other than the ARTIST, the person signing for the ARTIST expressly warrants that he/she is authorized by the ARTIST to execute this contract for the ARTIST for this engagement at the time and place specified for this contract.
4. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 5a. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 5b. In the event of a conflict of terms, those stipulations stated in this Rider (Contract Rider of the McAninch Arts Center at the College of DuPage) shall take precedence over and shall prevail over any printed, typed, or handwritten terms located elsewhere in the contract. It is understood that this agreement supersedes any Artist requirement in conflict with College of DuPage Policy.

Payment

5. Payment will be in the form of a College of DuPage check or ACH Payment.
6. Signed contracts and all attached riders must be returned to College of DuPage at least three (3) weeks prior to performance date to insure issuance of check by time of performance.
7. College of DuPage will only accept electronic invoices, which can be in any format. Invoices must reference the COD Purchase Order Number. Invoices are to be e-mailed to invoicing@cod.edu. All payments are processed by check monthly or via ACH transfer on a bi-weekly basis.

Insurance / Indemnity / Cancellation / Force Majeure

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with Certificate of Insurance by March 21, 2018. A Certificate of Insurance must be furnished providing evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. The PURCHASER shall not be responsible for any items heretofore mentioned when prevented from doing so due to sickness, riots, strikes, epidemics, Acts of God, or any other legitimate conditions beyond the control of the PURCHASER. If such acts or conditions occur, the PURCHASER is not liable for any direct or consequential damages that the ARTIST, his/her group or Representative might suffer. ARTIST and ARTIST'S representative will make every attempt to reschedule any cancelled date.
10. If for any reason, except due to an Act of God, this contract is cancelled by the ARTIST beyond the cancellation clause contained herein, then the ARTIST agrees to reimburse the PURCHASER for its bona fide out of pocket expenses immediately upon presentation of a certified statement of such expenses to the ARTIST or his/her Agent.

Choice of Law and Forum

11. The laws of the State of Illinois shall govern this agreement. The signatory of PURCHASER, in signing this contract and/or rider(s), warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract and/or rider(s).

Tech / Hospitality Rider

12. The ARTIST or ARTIST's representative will provide in writing to the PURCHASER a technical rider mutually agreed upon and attached to this contract/ agreement. It will include all technical requirements (sound, lighting, power, rigging, etc.) Any changes to this rider after signing must be mutually agreed upon and received by PURCHASER at least four (4) weeks prior to the engagement.
13. The PURCHASER must receive notification regarding changes to hospitality rider and travel itinerary and transportation details one (1) week prior to engagement to ensure PURCHASER can meet the ARTIST's needs.
14. The MAXIMUM sound pressure level (SPL) at the FOH mix position shall be 103 dB, C weighted. THIS IS STRICTLY ENFORCED.

Ticketing

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.
16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.
17. The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

License / Permits

18. ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.
19. PURCHASER certifies Center has obtained BMI, SESAC, and ASCAP licenses.
20. PURCHASER confirms that it is the sole responsible authority for the venue.
21. ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

Tobacco / Alcohol / Drug Clause

22. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.
23. College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.
24. If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

Sponsorship

25. PURCHASER may secure sponsorship for this event. ARTIST sponsorship and recognition of sponsorship is subject to approval by PURCHASER.

Merchandising / Concessions

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval of the PURCHASER. The PURCHASER shall receive 20% of the gross of all souvenir sales as a concession fee, payable in cash, upon the completion of sales. If PURCHASER provides seller, the concession fee shall be 30% of the gross sales. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.

Marketing / Public Relations / Programs

27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/agreement, including but not limited to
- a. High resolution (300 dpi or higher) electronic photos
 - b. Press kit including bio, reviews, photos
 - c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.
28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.
29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

Performance Radius

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

all PR materials all on website www:turner.org BO

**COLLEGE OF DuPAGE
McAninch Arts Center**

ARTIST / ARTIST'S REPRESENTATIVE

By: 

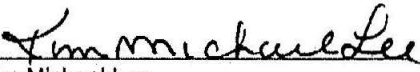
Diana Martinez
Director, McAninch Arts Center

Date: 01/31/17

By: 

Theatreworks USA Corp. or
Artist Representative

Date: 5/15/17

By: 

Kim Michael-Lee
Interim CFO & Treasurer

Date: 2-21-17

**McAninch Arts Center
Contact Information**

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

1087255

04/11/2018

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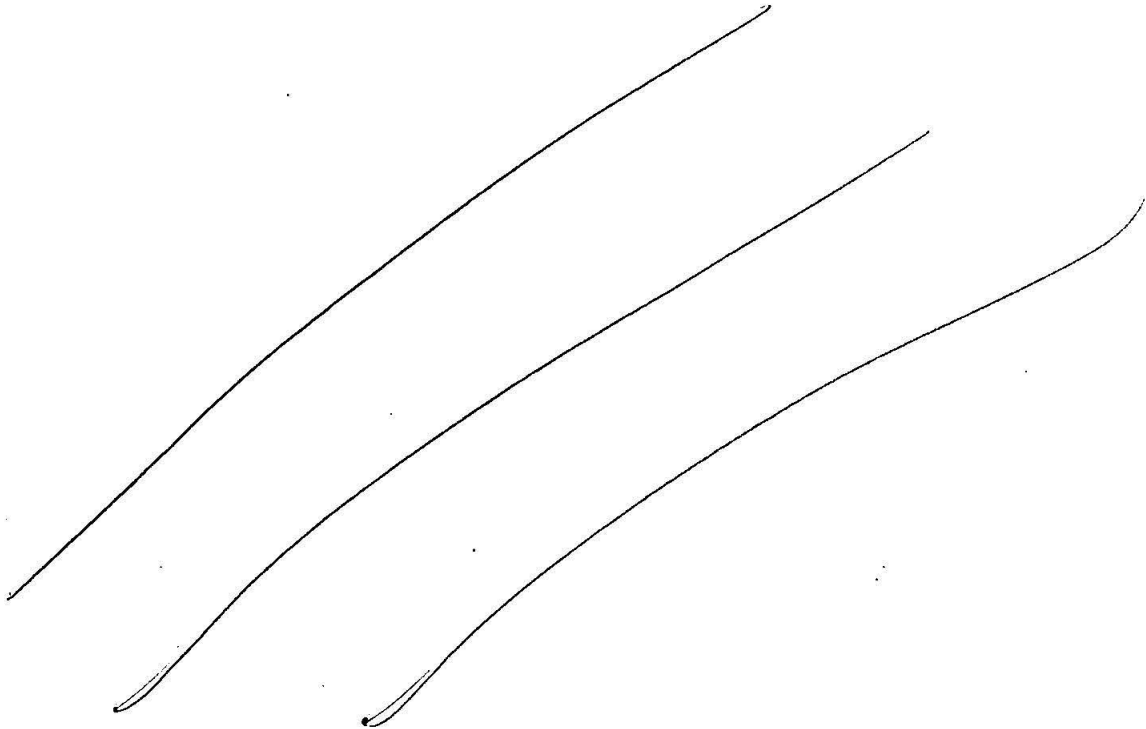
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Curious George Fee

0130121515309001

3,375.00



Melissa Mochel 04/12/18

3,375.00

0235022

PAY ONLY THREE THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS

04/11/2018

\$*****3,375.00

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