

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1089166
Vendor Name: Von Heidecke's Chicago
Invoice Number: 032618TR18_NUTCRKR
Invoice Date: 03/26/18
PO Number:
Check Number: E0066342
Check Amount: \$ 5,208.64
Check Date: 04/04/2018
Department ID: 11601
Reviewer Name:
Voucher Number: V0507364
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

AP VERIFIED**03/30/18 - ROBERT MAREK**College of DuPage Accounts Payable
Check Request Form
revised 3/27/17

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Vendor Payment - Check Request Procedure No. 10-65

Date: 3/26/2018
Vendor ID: 1089166

Invoice Number	P.O. Number/ Req. Number	Fund	Func.	Dept.	Object	Object Descrip.	Amount
032618TR18_NUTCRKR		05	60	11601	5309001	Other Contractual Services Exp	\$ 5,208.64

Grand Total \$ 5,208.64

--- \$1,000 and Greater: Approval of Division Vice President Required ---

Check the appropriate box below and sign

- ☒ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Payee Name: Von Heidecke's Chicago Festival BalletOther
Instructions:ACH on 04/06/18Payee Address: 1239 South Naper Blvd
Naperville, IL 60565

Description on Check:

Artist Percentage of Net Income Nutcracker 12/16/17 & 12/17/17 60% of Net Income if Gross Revenue over \$80,000 60 TR18_NUTCRKR

Approvals:

Prepared By: Ellen McGowanApproved By: Ellen McGowan

Date:

Signature: Ellen McGowanSignature: Ellen McGowan 3/26/18Payment Due: 4/6/2018Approved By: Robert Stewart 3/28/18

Board Approved Date:

Approved By Division VP:

Signature:

Return Approved Request and All Supporting Documents to: Accounts Payable (SRC 2132 A), acctpay@cod.edu

McAninch Arts Center
Nutcracker - December 16-17, 2017
Final Income Statement

Income

Ticket Revenue 103,476.24

Total Income

Expenses

Credit Card Fees 2,867.36

Labor

Technical Labor 2,949.80

Ballet-Von Heidecke 31,000.00

Orchestra

Musicians 20,121.00

Director 5,350.00

Assistant Conductor 150.00

Orchestra Manager 4,100.00

Librarian 1,600.00

Personnel Manager 1,600.00

Union Dues/Pension 712.26

33,633.26

Lighting & Sound 1,800.00

Hospitality 1,284.00

Supplies 1,124.25

Marketing (Advertising, Brochure, Promos) 14,136.50

Overhead (\$1500 per show x 4) 6,000.00

Total Expenses 94,795.17

Net Income 8,681.07

Settlement Distribution

60% Von Heidecke	60% of 8,681.07	\$ 5,208.64
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40% MAC	40% of 8,681.07	\$ 3,472.43
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3/31/2018

2017 - NUTCRACKER PERFORMANCE AGREEMENT

This AGREEMENT made by and between **VON HEIDECHE CHICAGO FESTIVAL BALLET** (hereinafter called COMPANY) and **College of DuPage/McAninch Arts Center** (hereinafter called PRESENTER) is the complete understanding governing the services to be provided by Company to the Presenter. The Company and Presenter have and do agree as follows:

I. Services to be rendered by the Von Heidecke Chicago Festival Ballet

The Company will provide four (4) performances of **The Nutcracker** for the Belushi Performance Hall in the McAninch Arts Center at College of DuPage, Glen Ellyn, Illinois, on the following schedule:

Rehearsal and Performance Dates:

Wednesday, December 13, 2017 – Load-in 8:00 AM/tech/blocking/Ballet Rehearsal 5-10 PM
 Saturday, December 16, 2017 – Performance at 2:00 PM
 Saturday, December 16, 2017 – Performance at 7:00 PM
 Sunday, December 17, 2017 – Performance at 1:00 PM
 Sunday, December 17, 2017 – Performance at 5:00 PM

Load-out immediately follows the Sunday performance.

II. Services to be rendered by the Company, General Terms including payments to the Presenter:

- A. For this engagement, the Company will provide at its sole expense, all of the following elements:
 - (1) The Company will pay for salaries and fees of its personnel, food (except where noted), housing and transportation, and for transportation of Company goods and equipment.
 - (2) The Company will provide and pay for all scenic elements, props, and wardrobe.
 - (3) The Company warrants that it holds all required performing rights for the engagement. The Company will pay all required fees and royalties for such works including choreography, design, et al.
- B. The Company warrants that it maintains and pays appropriate liability coverage, social security, workers compensation, disability and appropriate medical coverage for its employees whose participation in the engagement is contemplated. Copy of Certificate of Insurance will be provided by November 13, 2017.

III. Obligations of the Presenter including Payments to the Company

- A. Among its other obligations to be assumed under the Agreement as outlined herein, the Presenter agrees to make certain payment(s) to the Company, which payment(s) shall be known as the "engagement fee," to be made to the Company in recompense for its services to be rendered. The Presenter warrants and acknowledges that timely and complete payment of the engagement fee is of the essence of the Agreement and its obligations.
- B. Payment of the engagement fee of \$31,000.00 + 60% of net revenue (gross less expenses) of any revenue over \$80,000 shall be made to Von Heidecke Chicago Festival Ballet (Tax ID #36-3776180) on the following date(s) in the stated amount(s):
 - (1) Deposit of \$12,000.00 to be paid upon signing of agreement.
 - (2) Balance of \$19,000.00 to be paid after the final performance.
 - (3) Any percentage payments will be paid by March 31, 2018. After all expenses have been paid.

- C. Presenter agrees to provide four pairs (8 tickets) of complimentary tickets per performance.
- D. Presenter will pay orchestra fees for the four performances described above.
- E. Presenter agrees to provide fruits, vegetables, cheese, crackers for Company on performance days and a luncheon meal on days where there is a rehearsal and performance and/or multiple performances.

IV. Events beyond the Parties Control (Force Majeure)

- A. In the event that either or both parties shall be prevented from completion of its obligations under the Agreement as a result of Acts of God, labor disputes, civil tumult, war, riot, governmental actions or restrictions, failure, or any other legitimate condition beyond the control of the Company and/or Presenter, the parties shall then be relieved respectively of their obligations hereunder and there shall be no claim for damages by either party against the other. In such circumstances, if the Company has received a portion of its engagement fee from the Presenter as a deposit prior to the engagement, the Company shall refund the deposit to the Presenter.
- B. If the circumstances in this Article of the Agreement shall occur after the Company has performed a portion of its services to be rendered, it is understood and agreed that the Company shall receive an appropriate share of its engagement fee based on percentage of services already rendered at the time such circumstances shall occur.
- C. It is best understood and agreed that both parties shall make "best efforts" to overcome and adapt to circumstances described in this Article of Agreement in order to meet the obligations of the engagement in any way possible given the circumstances.
- D. Workshops are dependent upon approval of grants that are pending. If the grants are not awarded, the workshops will not take place.

V. Standard performance Rider is attached to and made a part of this Performance Agreement

IN WITNESS WHEREOF, the parties hereto have agreed to and signed this Agreement (Including any riders and/or addenda attached):

For the Presenter:

Brian W. Caputo
 Brian W. Caputo
 VP Administration & CFO

Date

10/11/17

For the Company:

Kenneth von Heidecke
 Von Heidecke's Chicago Festival Ballet
 Kenneth von Heidecke
 Director
 (630) 527-1052

Date

10-25-17

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

This Rider, dated **Friday, September 28, 2017**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Von Heidecke Chicago Festival Ballet** (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 November 13, 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.
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 refund the PURCHASER any and all deposits less purchased plane tickets. The Artist will make every effort to reschedule the engagement at original agreed terms and fees.

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 and arrangement of the PURCHASER. When venue is requested to provide merchandise seller, the ARTIST will be charged \$100 to be paid in cash at end of event. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.

Marketing / Public Relations / Programs

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

Performance Radius

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

**COLLEGE OF DuPAGE
McAninch Arts Center**

ARTIST / ARTIST'S REPRESENTATIVE

By: 

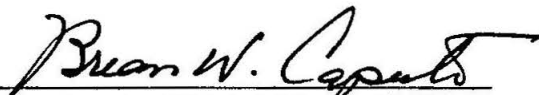
Diana Martinez
Director, McAninch Arts Center

Date: 9/28/17 _____

By: 

Kenneth Von Heidecke, Director or
Artist Representative

Date: 10-25-17 _____

By: 

Brian Caputo, VP Administration CFO
College of DuPage

Date: 10/11/17 _____

**McAninch Arts Center
Contact Information**

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