

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1381020

Vendor Name: Frank E. Russell

Invoice Number: B0358813

Invoice Date: 07/12/18

PO Number: B0358813

Check Number: 0237258

Check Amount: \$ 3,750.00

Check Date: 07/11/2018

Department ID: 11601

Reviewer Name:

Voucher Number: V0518969

Redaction Type: None

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

Document Below

~~1919~~

PAYABLES BLANKET ORDER REQUEST FOR PAYMENT

AP VERIFIED

07/10/18 - BETHANY CRUSE

6/29/2018 15:23

Payment Date 12-Jul-18

Blanket Order # 358813

Line # Line 1 Only

Payment Amount \$ 3,750.00

Vendor # 1381020

Vendor Name Frank Earl Russell

Documents Attached Contract

Account # 05-60-11601-5309001

MAC Code (for MAC use only) 60 Artist Fee WD19_FRANK

~~State of Texas~~

~~must be~~

~~Signature~~

~~Check~~

Authorized Signature Ellen McGowan

Date 7/2/18

003
076
0034

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

Need by: 7/12/18 Thank you!

**In order to process payment for this engagement, the
College of DuPage requires:**

- 1.) W9, dated 2018, for deposit recipient:

Received 5/3/18

- 2.) W9, dated 2018, for balance recipient:

Received 5/3/18

- 3.) Certificate of Insurance for date of performance, including endorsement page. Please see MAC Rider #8 for more details.

Please forward these documents **as soon as possible**.
Without them, we cannot process payment.

Thank you!

Ellen McGowan
Business Manager
mcgowan@cod.edu
630-942-3009

Molly Junokas
Assistant Business Manager
junokasm@cod.edu
630-942-3042

College of DuPage Performance Agreement

This AGREEMENT made by and between **Frank Russell**, 4353 S. Greenwood Ave, Apt. 3S, Chicago, IL 60653, (hereinafter called ARTIST) and **College of DuPage / McAninch Arts Center** (hereinafter called PRESENTER) is the complete understanding governing the services to be provided by Artist to the Presenter. The Artist and Presenter have and do agree as follows:

I. Services to be rendered by Frank Russell.

A. The Artist will provide a concert performance, leading his 10-piece "Chicago Power All-Star Band" including special guests Corey Wilkes, Dee Alexander, Henry Johnson and Robert Irving III, at the WDCB Jazz Series at the Lakeside Pavilion at College of DuPage (If rain, Belushi Performance Hall)

B. Performance Date:
Thursday, August 2, 2018, 7:30 pm
Two 50-minute sets with 20-minute intermission

Sound Check: TBD
Pavilion opens at 6 pm
Admission is free
Load-out immediately following

C. For this engagement, the Artist will provide at its sole expense, all salaries and fees of its personnel.

II. Services to be rendered by the Artist, General Terms

For this engagement, the Artist will provide at its sole expense, all of the following elements:

- 1) The Artist will arrange and pay for their food and transportation, and for transportation of Artist's goods and equipment.
- 2) The Artist will provide and pay for all scenic elements, props, wardrobe, and recorded music (sound tapes) or live musicians required to be used in the engagement.
- 3) The Artist warrants that it holds all required performing rights for the engagement. The Artist will pay all required fees and royalties for such works including choreography, design, et al.
- 4) The Artist will provide technical rider to Purchaser.

III. Insurance and Liability

A. The Artist 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.

B. 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 as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page. 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 (see attached "Contractor's Liability Insurance Addendum" for more details).

- C. Artist agrees to hold College of DuPage/McAninch Arts Center, its Trustees, officers, directors, agents, successors and assigns, harmless from and against all losses, damages, injuries, claims, demands, and expenses, including attorney's fees, which may arise during the performance of this agreement.

III. Obligations of the Presenter-Payments to the Artist

- A. Among its other obligations to be assumed under the Agreement as outlined herein, the Presenter agrees to make certain payment(s) to the Artist, which payment(s) shall be known as the "engagement fee," to be made to the Artist 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 \$7,500 to be paid by college check or ACH payment as follows:

Deposit	\$3,750.00 to Artist by June 30, 2018
Final Payment	\$3,750.00 to Artist on night of performance.

W-9 form to be provided by the Artist.

- C. Presenter will provide all tech support necessary for the performance, including lights, , sound system, lights/sound crew, load-in, set-up, and teardown help. Load-in time to be determined with Production Manager.
- D. Presenter will provide ground transportation (to and from airport, hotel and venue)
- E. Presenter will provide one (1) night lodging, if from outside of Chicago area.
- F. Presenter will provide meal for musicians between sound check and show time. Water also provided.
- G. Presenter agrees to provide zero (0) complimentary tickets per performance. Event is free and anyone is welcome.

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 Artist 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 Artist has received a portion of its engagement fee from the Presenter as a deposit prior to the engagement, the Artist shall refund the deposit to the Presenter.
- B. If the circumstances in this Article of the Agreement shall occur after the Artist has performed a portion of its services to be rendered, it is understood and agreed that the Artist 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.

V. Riders to this Agreement

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

B. Merchandise Sales

If the Artist wishes to sell merchandise, the Artist will provide any and all merchandise and seller. Percentage to MAC for merchandise sales is 0. If seller is provided by venue, 30% of sales will be retained by MAC to cover labor charges.

C. Videotaping / Recording / Rebroadcasting

The Artist agrees to the Right to Record and Rebroadcast by WDCB. Performance will be recorded by the MAC and copies provided to Artist and WDCB for future airing. Please check Artist preference below regarding Right to Videotape.

(1) Right to Videotape:

- ☐ Videotaping not allowed.
☐ Videotaping limited to incomplete tunes
☐ Videotaping unrestricted

(2) Right to Record and Rebroadcast

- ☐ Recording not allowed
☐ Rebroadcast unrestricted
☐ Rebroadcast pending review of recording

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 6/6/18
Brian W. Caputo Date

Vice President, Administration
& Treasurer

College of DuPage
McAninch Arts Center
425 Fawell Boulevard
Glen Ellyn, IL 60137
MAC Administrative Office 630-942-3008
MAC Ticket Office 630-942-4000

For the Artist:

Frank Russell Date

Artist/Artist Representative

Frank Russell
4353 S. Greenwood Ave, Apt. 3S
Chicago, IL 60653
ferbass2@hotmail.com
Cell 773 502 5869
EIN# on file

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Wednesday, May 23, 2018**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Frank Russell** (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 as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page**. 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 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 has a license agreement with BMI, ASCAP, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).
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. Souvenir sales are to be located at a site, within the Lakeside Pavilion, 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.
- 26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

Marketing / Public Relations / Programs

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

Performance Radius

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

**COLLEGE OF DuPAGE
McAninch Arts Center**

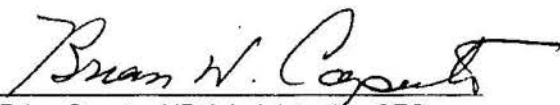
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: _____
Frank Russell
Artist

Date: 05/29/2018

Date: _____

By: 
Brian Caputo, VP Administration CFO
College of DuPage

Date: 6/6/18

**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	atthemac.org

1381020

8969

07/11/2018

0237258

B0358813

V0518969

ARTIST FEE

0560116015309001

3,750.00

Ellen M. Gordon
2/14/18

3,750.00

0237258

PAY ONLY THREE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS

07/11/2018

\$*****3,750.00

Frank E. Russell
4353 S Greenwood Ave #3s
Chicago IL 60653