

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1455301  
Vendor Name: Mills Entertainment, LLC  
Invoice Number: B0359885  
Invoice Date: 08/23/18  
PO Number: B0359885  
Check Number: 0238878  
Check Amount: \$ 12,000.00  
Check Date: 08/28/2018  
Department ID: 11601  
Reviewer Name:  
Voucher Number: V0525884  
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: August 23, 2018  
SUBJECT: Request for Manual Checks 4

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

Need by:

ASAP

Thank you!

Brian,

Please approve these manual check requests for payment to:

Euclid Beverage (Alcohol Payment due within 30 days)	829.00
Fellowship of Performing Arts (Rental Revenue to Client)	33,099.14
League of Chicago Theatres (Membership Renewal)	1900.00
Mills Entertainment (Deposit Colin/Brad 9/14/18)	12,000.00

These vendors need payment asap. We cannot wait until the next check run on  
September 21.

**AP VERIFIED**  
**08/28/18 - BETHANY CRUSE**

Thank you for your help and understanding

Ellen McGowan

Attachments

ok  
BDC  
8/27/18

# PAYABLES BLANKET ORDER REQUEST FOR PAYMENT

8/23/2018 15:31

Payment Date ASAP

Blanket Order # 359885

Line # Line 1 Only

Payment Amount \$ 12,000.00

Vendor # 1455301

Vendor Name Mills Entertainment

Documents Attached Contract

Account # 05-60-11601-5309001

MAC Code (for MAC use only) 60 Artist Fee TR19\_COLINBRAD

DESCRIPTION ARTIST FEE DEPOSIT

Authorized Signature

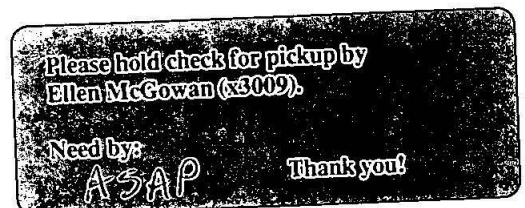
Ellen McGowan

Date

8/23/18

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01.23.0

0.034



**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:**

1455301  
Mills Entertainment, LLC  
468 Broadway, Ste C  
Saratoga Springs, NY 12866

Attn: Joella Knapp

Phone: 518-306-4333 x8010  
Fax:

**PURCHASE ORDER**

359885

Page: 1

Release Method: Hard Copy

Release Date: 08/23/2018

Created Date: 08/23/2018

**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:**

Two checks will be needed. Ellen McGowan will submit contract with BO# for check runs.

Check 1: \$12,000.00 (deposit, Line 1) - Manual Check. Will be picked up by Ellen McGowan ASAP.

Check 2: \$12,000.00 (balance Line 2) - Manual Check. Will be picked up by Ellen McGowan on 09/14/18.

Check 3: \$1,400.00 (hospitality buyout, Line 3) - Manual Check. Will be picked up by Ellen McGowan on 09/14/18.

Contract & Board Approval attached. Will forward COI & Endorsement Page when they are received from Artist.

**Requisition Number(s):** 668636

**Requisitioner Name(s):** Ellen McGowan

#	Vendor Item	QTY	UOM	Description	Unit Price	Total Price
1		1	Each	09/14/18 Colin & Brad Deposit per att'd contract	\$12,000.00	\$12,000.00
Deliver To: McGowan, Ellen						
2		1	Each	09/14/18 Colin & Brad Balance per att'd contract	\$12,000.00	\$12,000.00
Deliver To: McGowan, Ellen						
3		1	Each	09/14/18 Colin & Brad Hospitality Buyout per att'd contract	\$1,400.00	\$1,400.00
Deliver To: McGowan, Ellen						
Sub Total: \$						25,400.00
Total: \$						25,400.00

Account Code Summary		
Account Code	Account Description	Amount
05-60-11601-5309001		\$24,000.00
05-60-11601-5501001		\$1,400.00

**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](mailto:invoicing@cod.edu). Questions about payment status or other inquiries, please email [acctpay@cod.edu](mailto:acctpay@cod.edu) or call 630-942-2228.



**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**

359885

**Page:** 2**Release Method:** Hard Copy**Release Date:** 08/23/2018**Created Date:** 08/23/2018

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](mailto: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.

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.

## CONTRACT APPROVAL COVER SHEET

Contract Name: Mills Entertainment LLC/Colin Mochrie and Brad Sherwood Performance Contract

Requesting Department: The MAC Date Initiated: 07/30/18

Contact Name: Diana Martinez/Ellen McGowan Phone: 3007/3009

Email Address: martinezd59@cod.edu/mcgowan@cod.edu

Vendor Name: Mills Entertainment, LLC Phone: 518-633-1941

Vendor Contact: Rochelle Rafferty Email: rochelle.rafferty@millsentertainm

Total Contract: \$ 24,000.00 *25,450* Contract Dates: Start: 09/14/18

FY Budget \$ 24,000.00 *25,450* End: 09/14/18

Vendor 1: Name N/A - Sole Source Quote: \$ \_\_\_\_\_

Vendor 2: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Vendor 3: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Contract Purpose: Artists Colin Mochrie and Brad Sherwood to perform at the MAC on 09/14/18. Artist is a Sole Source and is the only vendor who can provide desired service. Board approval for Artists >\$15k attached.

Contract Type: ☐ Independent Contractor ☐ Service Agreement ☐ Lease  
☐ Construction ☒ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☐ Yes ☒ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☒ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

Requester: Ellen McGowan Print Sign Ellen McGowan

Budget Mgr.: Ellen McGowan Print Sign Ellen McGowan

Dept. Adm.: Diana Martinez Print Sign Diana Martinez

Submit to Purchasing in Berg Instructional Center (BIC), Room 1540 or email to [purchasing@cod.edu](mailto:purchasing@cod.edu).

Purchasing Dept. Use Only:

Comments: OK

Approval Initials: DMZ 8-16-18

## CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature.

Submit the contract, along with this form and all required support documents as outlined below, to Purchasing in the Berg Instructional Center (BIC), Room 1540 or via email at [purchasing@cod.edu](mailto:purchasing@cod.edu). Purchasing will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation:

- ☐ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☐ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☒ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes.
- ☐ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☒ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.
- ☒ 6. If vendor will be providing a service on campus a Certificate of Insurance is required. For additional information contact Risk Manager.

*COI will be sent to Purchasing when it is received from ARTIST.*

Upon signature, the original contract will be returned to the requester. It is the responsibility of the requester to forward all fully executed contracts/agreements, no matter the dollar amount, to the Purchasing Department by emailing to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu) for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s). Once fully executed, requester will scan a copy of the complete contract and email to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu).

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.

Fully Executed Date 08/22/18



468 Broadway Suite C, Saratoga Springs, NY 12866  
(518) 306 - 4333

## ENGAGEMENT CONTRACT

Agreement made this 25<sup>th</sup> day of July, 2018 between Mills Entertainment, LLC f/s/o Colin Mochrie and Brad Sherwood (hereinafter referred to as "PRODUCER") and College of DuPage, 425 Fawell Blvd., Glen Ellyn, IL 60137 (hereinafter referred to as "PURCHASER"). It is mutually agreed between the PURCHASER and the PRODUCER as follows:

**NAME OF SHOW/ATTRACTION:** Colin Mochrie & Brad Sherwood: Scared Scriptless  
100% Headline

**PLACE OF ENGAGEMENT:** McAninch Arts Center  
Glen Ellyn, IL

**BUYER'S REPRESENTATIVE:** Diana L. Martinez; 630-942-3007; [martinezd59@cod.edu](mailto:martinezd59@cod.edu)

**DATE(S):** Friday September 14<sup>th</sup>, 2018 Time of Show(s): 8:00PM  
Number of Shows: 1 Length of Performance: 90-120 minutes

**TICKETS:** Gross Potential: \$43,117.85 Average Ticket: \$55.16  
Total Capacity per Show: 820 (800) VIP: 20

**FULL PRICE AGREED ON:**

\$24,000.00 Guarantee  
PLUS Hotel and Ground per rider  
PLUS \$200 catering buyout  
PLUS all technical rider requirements

PURCHASER shall make payments as follows (Payable by ~~Cashier's Check or Certified Check~~ <sup>COLLEGE CHECK OR ACH PAYMENT, see MAC RIDER #5</sup>). All payments should be made to **MILLS ENTERTAINMENT, LLC (Fed ID#47-3713871)**.

- a) Signed contracts due Friday, August 10<sup>th</sup>, 2018.
- b) A 50% (\$12,000.00) deposit due Friday, ~~August 10<sup>th</sup>~~, 2018. by August 31, 2018
- c) The remaining balance of \$12,000.00 plus \$200 catering buyout due immediately prior to the first performance. Applicable overages are due within five (5) business days of engagement.

**ADDITIONAL TERMS:** Merchandise Rate (Venue sells) - 90/10 on all recorded material (DVD's)

**PURCHASER OFFER, CONTRACT AND TECHNICAL RIDERS ATTACHED HERETO ARE HEREBY MADE PART OF THIS CONTRACT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

PRODUCER:

by: 

Mills Entertainment, LLC

Date

f/s/o Mochrie and Sherwood

PURCHASER:

by: 

Diana L. Martinez

Date

College of DuPage

SIGNATORY: **BRIAN CAPUTO, VP ADMINISTRATION**  
**BCFD**

This contract rider is hereby attached to and made a part of Contract dated this 25<sup>th</sup> day of July, 2018 between Mills Entertainment, LLC (hereinafter referred as "PRODUCER") and College of DuPage (hereinafter referred to as "PURCHASER"). PURCHASER understands that failure to follow PRODUCER's provisions contained herein could result in PURCHASER being in default of said contract.

**1. BILLING**

ATTRACTION shall receive **100% Headline** billing in all advertising and publicity, including but not limited to air time, newspapers and trade ads, flyers, posters, billboards, marquees, ticket brokers and promotional websites, etc.

Billing for this performance shall read:

<b>Colin Mochrie &amp; Brad Sherwood</b>	(100%)
<b>Scared Scriptless</b>	(50%)

**2. MARKETING & ADVERTISING**

PURCHASER must follow the marketing guidelines set forth in the marketing memo. PRODUCER shall have the right of approval of all press and publicity in regards to this engagement. **PURCHASER must use approved promotional materials for all advertising.** PURCHASER must start advertising of this engagement no less than sixty (60) days prior to play date.

**ABSOLUTELY NO ADVERTISING UNTIL FIRST DEPOSIT IS PAID, WITHOUT PRIOR WRITTEN APPROVAL FROM PRODUCER.**

**3. INTERVIEWS**

Artists shall make themselves available for press interviews for newspapers, radio, and television only after prior written approval of PRODUCER. Please send interview requests to [interviews@millsentertainment.com](mailto:interviews@millsentertainment.com).

**4. MEET & GREET**

PURCHASER shall not commit ATTRACTION to any meet and greet, personal appearances, interviews or any other type of promotion without the prior written consent of ATTRACTION or PRODUCER's management. There shall be no press parties or appearances before the show without the express permission of the PRODUCER.

Any Meet & Greets that have prior approval shall last no longer than twenty (20) minutes and PURCHASER must have an authorized person present to supervise and keep track of the time. When twenty (20) minutes is up, the authorized person shall politely announce that the Meet & Greet is over and escort ATTRACTIONS backstage.

**5. OPENING ACTS/SPECIAL PERFORMANCES**

**Absolutely no opening acts will be permitted** nor shall any appearance be scheduled without prior written approval of PRODUCER. The show duration is 90-120 minutes and may include an intermission.

**6. LOCAL CORPORATE SPONSORSHIP**

Corporate identification, underwriting or sponsorship may not be displayed in any manner without prior written approval.

**7. TOUR SPONSORSHIP**

PRODUCER retains the exclusive right to assign a tour sponsor(s) at any time during the promotion of the engagement. In the event that sponsorship is awarded, the PURCHASER will be notified of the sponsorship agreement, and the sponsor's logo must appear in all advertising and promotion in relation to the event. In addition, the sponsor will be entitled to couponing and/or sampling on the evening of the engagement. Also, the sponsor must be allowed to display a banner at the venue on the night of the engagement.

**8. REPRODUCTION OF PERFORMANCE**

NO part, portion or segment of ATTRACTION's performance rendered hereunder may be broadcast, photographed, recorded, filmed, taped or reproduced, either through audio or visual means, without the express written permission of the PRODUCER. Large screens broadcasting a live feed of the show will be permitted to the side of the stage, not directly behind the stage. PURCHASER will deny entrance to any persons carrying audio or video recording devices.

**9. SCALING**

PURCHASER shall make current ticket counts and gross sales revenue available to the PRODUCER upon request at any time during, and following, the promotion of the engagement.

When dealing in percentage and bonus monies, the specific capacity, gross potential, and ticket price breakdown of the facility where PRODUCER is to perform under this agreement must be clearly printed on the face of the contract. If PURCHASER charges more than the agreed upon ticket price stated on the face of this contract, the PRODUCER will receive 100% of the difference between the contract price and the amount of the actual ticket charge.

**10. COMPLIMENTARY TICKETS**

PURCHASER shall provide PRODUCER with ~~thirty (30)~~ <sup>TEN (10), see MACRIDER #17</sup> complimentary tickets per show, ~~twenty (20)~~ <sup>TEN (10)</sup> tickets in the first price level and ~~ten (10)~~ tickets in the second price level, for use of the ATTRACTION and PRODUCER/sponsors, the unused portion of which may be placed on sale the day of the performance with the permission of the PRODUCER. PURCHASER may allocate up to one percent (1%) of the house capacity as complimentary tickets for PURCHASER's use (not including any ATTRACTION/producer/tour sponsor comps). No complimentary tickets, beyond this one percent allocation, may be issued by the PURCHASER without prior permission from PRODUCER.

**11. CONTROL OF PRODUCTION**

PRODUCER shall have the sole and exclusive control over the production, presentation, and performance of the entertainment unit in connection with the engagement. It is specially understood and agreed that a representative of the PRODUCER shall have the sole and absolute authority in directing personnel operating all lights and sound equipment during rehearsal and each performance scheduled hereunder.

**12. SECURITY**

PURCHASER shall insure proper backstage security and escort for ATTRACTION for the duration of the engagement as specified in the attached Technical Rider.

**13. INTERNAL TRANSPORTATION**

PURCHASER agrees to provide, at PURCHASER'S sole expense, all transportation between airport, hotel and venue for all rehearsals and performances during term of the engagement hereunder. PRODUCER and company, plus all equipment, must be picked up upon arrival and returned upon conclusion of engagement to the nearest national or international airport. Said transportation must be first class, **provided by a professional livery service**, and of an appropriate size to accommodate passengers, luggage, and any equipment, to be determined by PRODUCER representative when advancing the performance.

At PRODUCER option, PRODUCER may request a transportation buyout in the amount of **\$450**.

**14. ACCOMODATIONS**

PURCHASER agrees to provide and pay for at least two (2) king hotel suites and one (1) king hotel room, at a first-class, full-service hotel. PURCHASER shall conform to all hotel requirements as outlined in the attached Technical Rider. Hotel stay is for a minimum of two (2) nights, unless otherwise specified.

At PRODUCER'S option, PRODUCER may request a hotel buyout in the amount of **\$750 per night**.

**15. INDEPENDENT CONTRACTOR**

It is agreed that the PRODUCER signs this contract as an independent contractor and not as an employee. This contract shall not in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make the PRODUCER liable in whole or in part for any obligation that may be incurred by the PURCHASER in the PURCHASER's carrying out any of the provisions hereof or otherwise.

**16. PURCHASER ASSUMES LIABILITY**

Except as otherwise herein specifically provided, PURCHASER hereby assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the engagement hereunder.

*Insurance Certificate + Endorsement Page must be provided by  
Artist per MAR Rider #.8.*

**17. FORCE MAJEURE**

- PRODUCER's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability of ATTRACTION to perform, accident, interruption or failure of means of transportation, act of God, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond PRODUCER's control.
- Provided PRODUCER and ATTRACTION are on-site, ready, willing and able to perform, PURCHASER agrees to compensate PRODUCER in accordance with the terms hereof regardless of act of God, fire accident, riot, strike or any event or events of any kind of character whatsoever, whether similar or dissimilar to the foregoing events, which would prevent or interfere with the presentation of the show hereunder.

*All Attempts will be made to reschedule ACT.*

*See MAR Rider #9.*



*RP*



*RP*



**18. INCLEMENT WEATHER**

Notwithstanding anything contained herein, inclement weather shall not be deemed a force majeure occurrence and the PURCHASER shall remain liable for payment of the full contract price if the performance(s) called for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe EXCEPT in the event of a government declared state of emergency, in which both parties will be released of their obligations hereunder.

**19. CANCELLATION**

PRODUCER shall have the right, upon thirty (30) days' notice, to cancel the engagement in the event ATTRACTION has been retained to appear in any motion picture, television motion picture, television series or special and/or any Las Vegas, Reno Tahoe or Atlantic City type engagement, and/or any national or international tours.

**20. INDEMNIFICATION**

Each party agrees to indemnify, defend, and hold harmless the other party and their employees, contractors, and agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses, or judgments arising out of, or in connection with, any claim, demand, or action made by any third party, if such is/are sustained as a direct result or indirect consequence of the engagement; EXCEPT to the extent that any claim is caused by the gross negligence or willful misconduct of the other party.

**21. INSURANCE**

PURCHASER agrees to provide and maintain the following insurance coverage for its own operations, in amounts not less than specified, and that such insurance shall be in full force and effect throughout the duration of the engagement (including load-in and load-out):

- a. Statutory Workers' Compensation including Employers Liability Insurance, with limits of not less than Five Hundred Thousand Dollars (\$500,000.00), affording coverage under the Workers' Compensation laws of the applicable states.
- b. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence Bodily Injury and Property Damage combined; One Million Dollars (\$1,000,000.00) per occurrence Personal and Advertising Injury; One Million Dollars (\$1,000,000.00) aggregate Products and Completed Operations Liability; One Hundred Thousand Dollars (\$1,000,000.00) Fire Legal Liability, and Two Million Dollars (\$2,000,000.00) general aggregate limit per location. This policy shall be written on an occurrence basis.
- c. Automobile Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) combined, covering all owned, non-owned and hired vehicles.
- d. Umbrella Liability Insurance with not less than Two Million Dollars (\$2,000,000.00) limit providing excess coverage over all limits and coverages notes in paragraphs (b) and (c) above. This policy shall be written on an occurrence basis.



PURCHASER shall list on its policies (b), (c) and (d) above Mills Entertainment, LLC it's parents, partners, affiliates and subsidiaries, and their respective officers, directors, employees, agents and representatives as "Additional Insured" with respect to any and all claims arising from the acts or omissions of the named insured in connection

with the named insured's performance under this Agreement. PURCHASER will deliver to PRODUCER not later than thirty (30) days prior to the performance, satisfactory evidence of afore described insurance coverage on a certificate form. All required insurance will be placed with carriers licensed to do business in the applicable state and will provide thirty (30) days written notice of cancellation or non-renewal. *Upon request to MAC.*

## 22. TAXES

PURCHASER shall pay and hold PRODUCER harmless of and from any and all taxes, fees, dues, and the like relating to the engagement hereunder and the sums payable to PRODUCER shall be free of such taxes, fees, dues and the like.

## 23. COMMISSIONS

This section deliberately omitted.

## 24. FAILURE TO FULFILL OBLIGATIONS

In the event PURCHASER refuses or neglects to provide any of the terms stated herein, and/or fails to make any of the payments as provided herein, PRODUCER shall have the right to refuse to perform this contracts, shall retain any amounts theretofore paid to PRODUCER by PURCHASER, and PUCHASER shall remain liable to PRODUCER for the agreed price stated on the contract face.

## 25. GOVERNING LAW

This agreement shall be made and entered into in the State of ~~New York~~ *ILLINOIS, see MAC RIDER #1* and shall be governed by all of the laws of such State applicable to agreements wholly to be performed therein.

## 26. ENTIRE AGREEMENT

This rider together with the contract attached constitutes the entire agreement between the parties and shall not be amended, altered, canceled, or in any way changed except by an instrument of writing signed by the parties. The PURCHASER is apprised and fully understands that all provisions of this agreement and compliance with all the PRODUCER and that PRODUCER shall have no obligation to perform and will not perform in the event all terms and conditions of this agreement are not adhered to. It is further understood that if PRODUCER is ready to perform and does not do so because of PURCHASER's breach, PRODUCER shall be entitled to the full amount which would have been payable in the event of performance.

## AGREED TO AND ACCEPTED:

BY: *Brian H. Caputo*

PURCHASER

Date

*BRIAN CAPUTO, VP ADMINISTRATION  
& CFO*

BY: *RL*

PRODUCER

Date

This technical rider is hereby attached to and made a part of Contract dated this 25<sup>th</sup> day of July, 2018 between Mills Entertainment, LLC (hereinafter referred as "PRODUCER") and College of DuPage (hereinafter referred to as "PURCHASER").

The items requested below are necessary in order to provide the best possible show for the PURCHASER. If there are any questions regarding these requirements, or for some reason a problem occurs, please contact:

Sara Friedman, Production Coordinator  
Mills Entertainment  
518-306-4333 Ext. 8021  
[sara@millsentertainment.com](mailto:sara@millsentertainment.com)

### **1. BASIC STAGE REQUIREMENTS**

Minimum of 18'-0" deep x 24'-0" wide. There is a minimum clearance of 14'-0". These dimensions do not include the back stage area.

- a) Any kind of carpeting on the stage will not be permitted
- b) A mid stage black back drop curtain, not to exceed 25' from front lip of stage – please advise if there is a center split.
- c) The stage must be clean, level, and free of any excess stored equipment and/or scenery.
- d) **Stage must have access to audience via stairs.** Center stair units (No Railings) are preferred; if this is not possible, please line up as closely as possible to aisles. The ARTISTS and audience members will use the stairs. Stairs must be safe, secure, and be true stair units.
- e) Please provide a 4-6" table with a light and power outlet in the wings for the stage manager

Please have the following available on stage:

- Two (2) matching wooden stools with flat top
- Four (4) bottles of room temperature water

### **2. CREW REQUIREMENTS**

Please supply the following for the running of the show:

- Two (2) follow spot operators
- One (1) sound engineer
- One (1) light board operator
- Two (2) stage hands
- One (1) house light operator if houselights are not near board

### **3. DRESSING ROOMS**

Purchaser to provide one (1) comfortable and private green room. This room should be clean, dry, well-lit, heated or air-conditioned, should contain at least four chairs, a couch (if possible) and shall be within easy access to clean, private lavatories which are supplied with soap, toilet tissue, and towels. PURCHASER shall be solely responsible for the security of items in the dressing rooms and shall keep all unauthorized persons from entering said area.

### **4. PROPS (PLEASE CONFIRM ALL ITEMS DURING ADVANCE)**

- 1) 100 3"x 5" white index cards (per show)
- 2) One (1) box of golf pencils (100 or more)
- 3) Three (3) pads of lined, white paper
- 4) Two (2) black sharpies
- 5) White Gaff Tape (2" preferred – will not use the whole roll)
- 6) One (1) 8" (or more) diameter catering basket without a handle (square or round)
- 7) One (1) local yellow pages phone book
- 8) 100 VICTOR brand mousetraps (the version without the plastic yellow cheese). **\*\* THE SPECIFIC MOUSETRAP BRAND REQUIREMENT IS A PERFORMER SAFETY ISSUE. Unless the exact brand specified is provided, the performers will need to cut this section of the show.**



- 9) One 8' skirted folding table (to pre-set the mousetraps on before the show). We ask that the stage crew to set the traps before the house opens (they will be carried on the table, onstage during the performance). **Traps should be evenly spaced on table and all facing the same direction with "V" facing downstage.**
- 10) 50' length of white nylon 1/2" or 3/4" gauge rope

### **5. LIGHTING**

- Please provide the following cues on faders or subs
  - Full stage wash stage lighting (Warm with amber and some color overhead preferred)
    - Please make sure there is adequate lighting to cover the entire playing area
  - Red wash

- o Blue Wash
- o One special: Leko on first electric at center stage, 3'-5' from downstage edge of stage; focused as a top light (a "god spot") downstage center, 7'-8' diameter
- Two (2) spotlights with qualified operators (Colin and Brad move constantly during the show) with R33 or similar and diffusion for a soft edge

**ALL LIGHTING EQUIPMENT SHOULD BE FOCUSED AND TESTED PRIOR TO ARTIST ARRIVAL. LIGHT CHECK WILL HAPPEN IN TANDEM WITH SOUND CHECK.**

## **6. SOUND**

- Adequate professional PA
- **Four (4) high quality wireless Shure or Sennheiser Belt packs and receivers\*\* with TA4F connectors**
- **Four (4) wireless handheld microphones** with Atlas stands (round base, straight stand)
  - Please ensure that the handhelds match in sound quality and volume prior to the artists arriving for sound check.
- One (1) switchable microphone with an Atlas stand (round base, straight stand) for offstage announce
- Monitors
  - (2) Floor wedge stage monitors placed in the downstage wing (left or right)
    - For sound check, please start with nothing in this mix. We will add handhelds and playback as needed
  - (1) Monitor backstage for tour manager
    - Please include handhelds, headsets, announce mic and playback in this mix
- One CD Player (may be cut during advance)

One (1) DI in wings for laptop computer or iPad, next to offstage announce mic

NOTE: No front fill speakers may be placed within the center 75% of the downstage lip. The entire audience must be able to clearly see the stage floor and the performers' feet for the mousetrap game. Any theaters using front fill speakers must mount or stack them beyond and below the front lip of the stage.

\*\* THE LAVALIER MICROPHONES ARE CRITICAL TO THE SUCCESS OF THE SHOW. THE PERFORMERS CANNOT PERFORM WITH HANDHELD MICROPHONES. NO SUBSTITUTES WILL BE ACCEPTED. IF YOU DO NOT HAVE A LOCAL VENDOR FOR THESE MODELS, CONTACT MILLS ENTERTAINMENT FOR OTHER OPTIONS. \*Brad and Colin travel with Countryman brand ear sets - Isomax E-6\* \*(check compatibility at <http://countryman.com> and click on the link labeled "wireless")

A sound check will be scheduled when the show is advanced.

**ALL SOUND EQUIPMENT, INCLUDING THE WIRELESS MIC'S, SHOULD BE INSTALLED AND TESTED PRIOR TO THE SOUND CHECK. All mics, mic stands, stools and props should be on stage and ready to go at time of scheduled sound check.**

Music licenses are the responsibility of venue.

**7. COMMUNICATIONS**

We require one Clear-com or other reliable communications system, with fully functioning headsets. Please provide the following headset layout:

- Two units for the follow spot operators
- One unit for sound operator
- One unit for light board operator
- One unit for tour manager (backstage)
- One unit at house lights if not at light board

**8. SECURITY**

One security officer is required to be positioned backstage with ARTIST for the entire duration of their stay. This individual should arrive by sound check and remain until ARTIST departs. This includes staying with ARTIST and for any pre or post show meet and greets. The Security Officer should be **professional security personnel**, NOT an usher or volunteer.

Please provide ushers or security to assure no one goes on stage from the audience before or after the show.

**9. MERCHANDISE (PLEASE CONFIRM DURING ADVANCE)**

An 8ft x 8ft square area consisting of skirted tables for merchandise and a Seller are required. Please arrange one table for merchandise. The Seller should arrive prior to lobby doors with a cash bank and sell merchandise before, during intermission and after the show. In addition, please provide the following:

- Credit card machine for non-cash sales (optional)
- Venue merchandise rates

**10. CATERING**

BEVERAGE/SNACK/MISC (Must be set prior to sound check):

- Coffee (regular only)
- Half and half – liquid, no substitutes please
- Sugar & Splenda packets
- 4 coffee cups (styrofoam or regular)
- Stirrers and napkins
- 4 diet cokes, cold
- 8 bottles of water, cold
- ~~1 six pack of Michelob Ultra bottles, cold~~
- 1 bucket of ice for drinking (separate from chilling ice)
- 6 plastic drinking cups
- ~~1 bottle red wine with opener~~
- 1 pack mint gum
- 1 small bottle of Purell Hand Sanitizer
- 1 box Kleenex
- 1 plate of assorted cookies

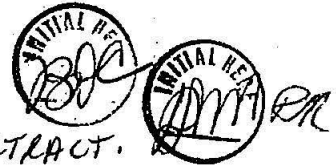
No ALCOHOL, see MAC RIDER # 23



**DINNER:**

Please provide a hot dinner for three, time TBD.

\$200 per CONTRACT.



At ARTISTS option, artist may request a dinner buyout in the amount of ~~\$150~~. If buyout is selected, please provide local restaurant menus for ordering upon artist arrival)

**11. HOTEL**

Presenter shall provide for the following for up to two nights:

- Two (2) King Suites for ARTISTS
- One (1) King Room for tour manager

Hotels should conform to the following:

- Hotels should always be 4 stars or better
- Non-smoking rooms
- Quiet rooms away from elevators and ice machines
- Room service
- Wireless Internet
- On-site restaurant
- Preferably not adjacent to a freeway

At PRODUCER'S option, PRODUCER may request a hotel buyout in the amount of \$750 per night.

**12. GROUND TRANSPORTATION**

- We require transportation between the hotel, airport, and venue for ARTISTS and crew
- MUST be a licensed / professional driver; **absolutely NO student drivers**
- We request that the driver does not take any cell phone calls while ARTIST(S) is in the car

At PRODUCER'S option, PRODUCER may request a ground buyout in the amount of \$450.

PURCHASER understands the PRODUCER cannot perform without all of the above items and that failure to provide any of these could result in PURCHASER being in default of said contract

AGREED TO AND ACCEPTED:

BY: Brian W. Caputo 8/16/18  
PURCHASER Date  
BRIAN CAPUTO, VP ADMINISTRATION & CFO

BY: [Signature] 8/22/18  
PRODUCER Date

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

This Rider, dated **Monday, July 30, 2018**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Mills Entertainment, LLC f/s/o Colin Mochrie and Brad Sherwood**. (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](mailto: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 other party 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.

*Per the contract. Any changes must be mutually agreed to in writing by the parties*

#### 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.

*reasonable*

#### 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. *All sponsors must be approved in writing by Artist*

#### 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. The PURCHASER shall receive 10% of the gross of all souvenir sales as a concession fee, payable in cash, upon the completion of 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.

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.

*as available*

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.

*\*Unless liability, claim, expense, loss, injury, damage etc. is due to the gross negligence or willful misconduct of Purchaser*

**COLLEGE OF DuPAGE  
McAninch Arts Center**

**ARTIST / ARTIST'S REPRESENTATIVE**

By: 

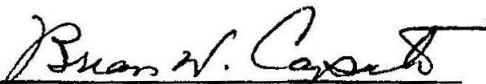
Diana Martinez  
Director, McAninch Arts Center

By: 

Mills Entertainment, LLC f/s/o Gelin  
Mochrie and Brad Sherwood or  
Artist Representative

Date: 08/15/18

Date: 8/22/18

By: 

Brian Caputo, VP Administration CFO  
College of DuPage

Date: 8/18/16

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**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

**COLLEGE OF DuPAGE  
REGULAR BOARD MEETING**

**BOARD APPROVAL**

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1. SUBJECT

MAC Touring Artist contracts for 2018-2019 Season

2. REASON FOR CONSIDERATION

Contracts exceeding the statutory limit of \$25,000 must be approved by the Board of Trustees.

3. BACKGROUND INFORMATION

The McAninch Arts Center presents an annual touring season of National and International artists each year to fulfill the cultural mission of the College. Booking of artists by MAC administration is approved per College of DuPage Board Policy 10-95. The earlier that we can book and confirm artists, the better it is for our season.

The booking of talent is very competitive in the Chicago market, as there are several performing arts centers in the area such as: Paramount Theatre in Aurora, River's Edge Park, Joliet's Rialto Theater, Elgin Community College, North Central College, Skokie Center for the Arts, Genesee Theatre, City Winery, and dozens more. These performing arts centers compete and collaborate for available talent.

Curating and negotiating talent at booking conferences and through block booking with other presenters gets us the most competitive pricing possible. The MAC uses Celebrity Access and Pollstar to compare maximum gross potential of artists and to confirm and ensure competitive pricing of talent.

**The following artist contracts are \$15,000 or more, which have been negotiated and includes negotiated offers that are pending confirmation for the 2018-2019 Season:**

- Ballet Hispanico – Ballet Hispanico/IMG Artists, LLC – 05/11/19
- Capitol Steps – Capitol Steps Productions/Producers, Inc – 03/09/19 (2 shows)
- Colin Mochrie & Brad Sherwood – Mills Entertainment – 09/14/18
- Doo Wop Project – BiCoastal Productions, LLC – 12/07/18
- National Geographic Christina Mittermeier 05/05/19
- Presley, Perkins, Lewis & Cash: A Million Dollar Christmas – The Howard Pitch Entertainment Company, Inc – 12/21/18
- Piano Meñ – Harmony Artists, Inc/Meyer Entertainment Group – 08/03/18
- Pilobolus Shadowland – IMG Artists, LLC – 03/23/19
- Sinatra Forever starring Rick Michel – Laff Productions – 08/10/18
- Snake Oil – The Howard Pitch Entertainment Company/Snake Oil LLP – 10/27/18
- Take 6 – Agency for the Performing Arts/Take 6, Inc – 03/22/19
- Take Me To The River New Orleans LIVE – Northstar Artists/TMTTR 1 NOLA, LLC – 10/14/18
- The Texas Tenors – Chaplin Entertainment, Inc/The Texas Tenors, LLC – 10/13/18
- Unraveling the Wilburys – The Howard Pitch Entertainment Company – 07/27/18
- Lecture series Offer pending TBA

**The following artist contracts are \$25,000 or more, which have been negotiated and includes negotiated offers that are pending confirmation for the 2018-2019 Season:**

- Bollywood Boulevard – MELA Group LLC – 02/09-10/18 (2 shows)
- Canadian Brass – IMG Artists, LLC/CanBrass, LLC – 12/01/18
- Compania Flamenca Eduardo Guerrero – Columbia Artists Management, LLC – 10/21/18 (2 shows)
- Dee Dee Bridgewater – Kurland Agency/DDB Productions – 05/03/19
- Russian National Ballet Theatre presents Swan Lake – Columbia Artists Management, LLC – 01/13/19 (2 shows)
- The Nutcracker/Von Heidecke Chicago Festival Ballet – 12/15/18 & 12/16/18 (4 Shows)
- Offer pending TBA

Pricing and negotiations for artists are confidential to facilitate competitive pricing; therefore, we request that individual artist fees remain confidential. However, the total expenditure for the above contracts is not expected to exceed \$550,000.

Budget Status

GL Account	FY2018	FY2019 - Proposed		
	YTD Spend	Annual Budget	YTD Spend	Available Balance
05-60-11601-5309001	\$ 601,940	\$ 800,000	\$ -	\$ 800,000
<i>AUX MAC Touring : Other Contractual Services Exp</i>				
			<b>FY2019 Request</b>	<b>\$ 550,000</b>

\*FY2019 Budget not yet adopted. YTD Spend as of 06/05/2018.

These contracts support the following goals and objectives of the College's Strategic Long Range Plan:

- Goal #2 Value-Added Education: Going beyond the standard expectations and providing something more to the students and communities we serve.
  - Strategic Objective 2.7: Expand efforts to attract and provide resources to assist nontraditional students to enroll in credit courses, especially those in the 55-plus age group.
- Goal #5 Relationships: Cooperating and collaborating with all stakeholders in order to advance mutual interests.
  - Strategic Objective 5.6: Identify, assess and enhance College of DuPage's community outreach activities, with a focus on the visual and performing arts.
  - Strategic Objective 5.7: Support collaboration, creation and learning by promoting and providing College of DuPage resources to all District 502 residents in DuPage, Will and Cook Counties
  - Strategic Objective 5.3: Identify and implement optimal methods of communicating with and engaging all College stakeholders (e.g., alumni, business leaders, elected officials).
  - Strategic Objective 5.4: Utilize internal resources to develop a new College of DuPage brand and implement a communications plan that considers the preferences and needs of students and other internal and external stakeholders.
  - Strategic Objective 5.6: Identify, assess and enhance College of DuPage's community outreach activities, with a focus on the visual and performing arts.
  - Strategic Objective 5.7 Support collaboration, creation and learning by promoting and providing College of DuPage resources to all District 502 residents in DuPage, Will and Cook Counties.

This purchase complies with State Statute, Board Policy and Administrative Procedures. Contracts for services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important

part are exempt from bidding under the Illinois Public Community College Act 110 ILCS 805/3-27.1.

4. RECOMMENDATION

That the Board of Trustees approves the contracts for all artists listed above for a total expenditure not to exceed \$550,000 payable to the artists and their respective agents.

Staff Contact: Diana Martinez, Director, McAninch Arts Center

COLLEGE OF DuPAGE  
REGULAR BOARD MEETING

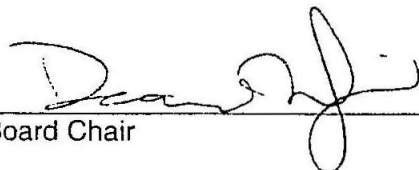
BOARD APPROVAL

SIGNATURE PAGE FOR

MAC Touring Artist contracts for 2018-2019 Season.

ITEM(S) ON REQUEST

That the Board of Trustees approves the contracts for all artists listed above for a total expenditure not to exceed \$550,000 payable to the artists and their respective agents and the release of these payments over \$15,000.

  
Board Chair 6/21/18  
Date

  
Board Secretary 6/21/18  
Date

1455301

05/28/2018

0238878

B0359885

V0525884

ARTIST FEE DEPOSIT

0560116015309001

12,000.00

*Ellen M. Gowan*  
*8/29/18.*

12,000.00

0238878

PAY ONLY TWELVE THOUSAND AND 00/100 DOLLARS

08/28/2018

\$\*\*\*12,000.00

Mills Entertainment, LLC  
468 Broadway, Ste C  
Saratoga Springs NY 12866