

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1082165

Vendor Name: East Coast Entertainment Inc.

Invoice Number: B0359571

Invoice Date: 08/06/18

PO Number: B0359571

Check Number: E0068633

Check Amount: \$ 12,500.00

Check Date: 08/08/2018

Department ID: 11601

Reviewer Name:

Voucher Number: V0522533

Redaction Type: None

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

Document Below

From: junokasm@cod.edu
Sent: Tue Aug 07 09:58:09 CDT 2018
To: junokasm@cod.edu, invoicing@cod.edu
CC:
Subject: Scanned from a Xerox Multifunction Device

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Device.
Attachment File Type: pdf, Multi-Page Multifunction Printer Location: AR201WC7835 Device Name:
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[attachment: Scanned from a Xerox Multifunction Printer.pdf]

PAYABLES BLANKET ORDER REQUEST FOR PAYMENT

8/6/2018 17:52

E-MAILED AUG 07 2018

Payment Date 8/17/2018 ACH

Blanket Order # [REDACTED]

Line # Line 2 Only

Payment Amount \$ 6,250.00

Vendor # 1082165

Vendor Name East Coast Entertainment, Inc.

Documents Attached Contract

Account # 05-60-11601-5309001

MAC Code (for MAC use only) 60 Artist Fee TR1⁹~~8~~_2CTY2ITSNO

Deposit

AP VERIFIED
08/07/18 - MARIA ZERRUDO

Authorized Signature *Ellen M. Gowan*

Date 8/6/18

February Show

Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235



Contract Number:

366187

Office: RIC

Agent: TSC-TONI CLINE

This contract ("Contract") for the personal services of entertainers on the engagement described below, made on DECEMBER 8, 2017 between the undersigned Purchaser of Entertainment (herein called "Presenter") and THE SECOND CITY TOURING COMPANY (herein called "Artist(s)" which term is to include the named individual, the named individual's group, the named group as well as the named group's individual members); and for talent booking services and contracts between Artist(s), the Artist(s)' leader, manager, or representative (the "Artist(s)" Representative"), and EastCoast Entertainment, Inc. ("ECE" or "EastCoast"). The Artist(s) are engaged jointly and severally (as a group and individually) on the terms and conditions set forth herein. The Artist(s)' Representative represents that the Artist(s) has/have agreed to be bound by the terms and conditions set forth herein. The Artist(s) as an individual, as a group or as an individual member of the group may enforce this Contract. The Artist(s) individually and together agree to be bound by the terms of this Contract and to render services under the undersigned Artists(s)' Representative. The rider(s) that follow are hereby incorporated into this Contract. The Performance Location, Date & Time of Performance below are collectively referred to as the "Services."

Performance Location

MCANINCH ARTS CENTER

425 FAWELL BOULEVARD

GLEN ELLYN, ILLINOIS

Date & Time of Performance

SAT. FEBRUARY 16, 2019

8 PM AND 9 PM SHOWTIME

Type: OTHER

Payment Terms

Gross Price Agreed Upon: \$ 12,500.00

Includes total monies that Presenter will pay for Services

DEPOSIT DUE: \$ 6,250.00

DEPOSIT TO: EastCoast Entertainment, Inc. on AUGUST 1, 2018

FED ID # 54-1024623

BALANCE DUE: \$ 6,250.00

BALANCE TO: PAYABLE TO THE SECOND CITY AT END OF ENGAGEMENT

COLLEGE OF DU PAGE OR ACH PAYMENT See MAC RIDER # 5
VIA UNIVERSITY OF DU PAGE CHECK CERTIFICATION UNDER FED ID # 38-3357001

Other Terms and Conditions

Fee includes one workshop

PRESENTER AGREES THAT THE TERMS OF THE ATTACHED ARTIST RIDER ARE INCORPORATED INTO THIS AGREEMENT AND ARE HEREBY PART OF THIS CONTRACT.

Presenter agrees to provide tech requirements and a hot meal for the cast.

Artists will perform two shows. Each show is two-45 minute acts with a 15 minute intermission.

"It's Not You, It's Me, The Second City"

Cap: 820, ltr 332-48

Further terms and conditions appear on the following page(s) and are incorporated into this Contract by reference - VERY IMPORTANT - READ!

Presenter

COLLEGE OF DU PAGE

X Brian M. Caputo 6/26/18 (Date)

Title: ADMINISTRATION & CFO

X

Person signing above has authority to sign on behalf of the person and/or organization named below. If not, individual agrees to be personally liable.

~~(M-MICHAEL-LEE)~~ BRIAN CAPUTO

MCANINCH ARTS CENTER

MCANINCH ARTS CENTER AT

COLLEGE OF DU PAGE

425 FAWELL BOULEVARD

GLEN ELLYN, IL 60137-4599

Artist(s)

THE SECOND CITY TOURING COMPANY

X [Signature] 7/6/18 (Date)

Title: Producer

X

Person signing above is signing on his/her own behalf

Artist(s) and Artist(s) Representative are jointly and severally liable.

See further terms in Paragraph 1

COLLEGE OF DU PAGE

DIANA MARTINEZ

(630) 942-3007

(0) 0-

martinez55@cod.edu

Presenter to sign and return all copies of Contract -- FAXED AND EMAILED COPIES OF THIS DOCUMENT (AND E-SIGNATURES) ARE BINDING 366187

Creating Unforgettable Experiences

EastCoastEntertainment.com

855-ECE-4FUN (323-4386)

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Columbia, SC | Hilton Head, SC | New York, NY | Philadelphia, PA | Raleigh, NC | Richmond, VA | Washington, DC



Enclosed please find the contract for your upcoming engagement. The following serves as both the confirmation of and invoice for services provided.

Artist Information

ARTIST: THE SECOND CITY TOURING COMPANY DEPOSIT DUE DATE: 08/01/2018
PERFORMANCE DATE: SAT, FEBRUARY 16, 2019 DEPOSIT DUE: \$ 6,250.00
CONTRACT NUMBER: 366187 CONTRACT DUE DATE: 07/01/2018

INSTRUCTIONS

1. Please sign where indicated in the Presenter signature box and initial ALL other pages.
2. Make your deposit check payable to **EastCoast Entertainment, Inc.**
Please see contract for balance payment instructions.
3. Write your contract number on your deposit check.
4. Return a copy of the **SIGNED** contract and riders, along with your deposit check to:

EastCoast Entertainment
ATTN: Contract Processing
P.O. Box 73210
North Chesterfield, VA 23235

Overnight mail should be sent to:
EastCoast Entertainment
ATTN: Contract Processing
703 Southlake Boulevard
North Chesterfield, VA 23235

(Please retain a copy for your records.)

(We will send you a completed contract once it has been signed by the Artist.)

The enclosed contract is a confirmation of the agreement that you have made to engage the performance of the named Artist for the date, time, amount and other terms shown on the contract. Failure to return the executed contract does not cancel your agreement to engage the Artist(s) for the stated performance date(s) for the full amount set forth.

If you have any questions regarding this contract, please don't hesitate to call.

THANK YOU FOR DOING BUSINESS WITH EASTCOAST ENTERTAINMENT, INC.

PLEASE DO NOT STAPLE

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Do Not Staple

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North Chesterfield
VA 23235



Contract Number:

366187

Office: RIC

Agent: TSC-TONI CLINE

1. The Presenter and the person signing for the Presenter are individually and jointly liable for the Gross Price. The Artist(s) and the Artist(s) Representative are individually and jointly liable for performance under the terms of this Agreement. If the Artist(s), or the Artist(s) Representative, are an Association, Company, Corporation, Partnership or any entity other than an individual, the person signing for the Artist(s) agrees to be personally, jointly and severally liable for the terms of this Contract.
2. The Presenter shall at all times have reasonable supervision, direction, and control over the services of Artist(s) on this engagement. If any Artist(s) have not been chosen upon signing of this Contract, the Artist(s) Representative, as agent for the Presenter and under his instructions, hire such persons and any replacements as are required. The essential identity of the Artist(s) as a unit shall not be altered by minor changes in personnel or in the name of the entertainment unit.
3. The Artist(s) and/or its undersigned Artist(s) Representative (and vicariously and on behalf of the Artist(s)), agrees that the Deposit is to be paid to EastCoast. This deposit is due and payable on the Deposit date specified above. The Artist agrees that EastCoast may retain its previously agreed upon fee ("EastCoast Fee") out of the Deposit. The Presenter is liable for payment of the Deposit to EastCoast and any unpaid amount of Deposit not paid within five (5) days of the due date is subject to a late charge of 1.5 percent per month until paid, plus reasonable attorney's fees as well as any other collection fees and costs incurred for collection. In the event the Deposit is paid to the Artist, failure of Artist(s) to pay the EastCoast Fee when due gives EastCoast an immediate cause of action against the Artist(s) for the amount of the EastCoast Fee, plus reasonable attorney's fees, court costs, interest at the rate of 1.5 percent per month from the due date until paid, as well as any other collection fees and costs incurred.
4. If before the date of any scheduled performance it is found that the Presenter has not performed fully to its obligation under any other Contract with any other party for another engagement or that the financial credit of Presenter has been impaired, the Artist(s) may cancel this Contract. In the event that the Presenter does not perform fully all of its obligations herein, the Artist(s) shall have the option to perform or refuse to perform hereunder, and in either event the Presenter or the person signing for the Presenter, jointly and severally, shall be liable to the Artist(s) for the Gross Price set forth herein, plus reasonable attorney's fees, court costs, and interest at the rate of 1.5 percent per month from the due date until paid, as well as any other collection fees and costs incurred. The Artist(s) are hired as a unit and any changes to the unit which significantly affect the Artist(s)'s ability to meet the Presenter's reasonable expectations shall constitute Artist(s) default and forfeiture of any payment under the terms of this Agreement ("Artist(s) Default"). In the event of Artist(s) Default, the Presenter shall allow EastCoast to provide a reasonable substitute Artist(s) for the Services under the same terms and conditions of this Contract ("Substituted Services") and Presenter shall be liable to pay for the Substituted Services under the terms and conditions of this Contract.
5. Artist(s) Representative shall enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. On behalf of the Presenter, the Artist(s) Representative will distribute the amount received from the Presenter to the Artist(s), or in place thereof, provide a separate memorandum to the Presenter at or before the commencement of the Services indicating the proper disbursement to each individual Artist(s).
6. Neither the Presenter nor the Artist(s) shall have the right to cancel its obligations under the Contract except as otherwise provided in this Contract, or unless otherwise agreed to in a writing signed by the Presenter, Artist(s), and EastCoast. In the situation where there is an event which is unforeseeable, unavoidable and external such that it makes execution of the obligations under this Contract impossible, illegal, or extremely inadvisable, the following shall apply: An event ("Event") which is unforeseeable, unavoidable and external must be in the nature of an act of God (such as, but not limited to, fire, explosions, earthquakes, drought, tidal waves and floods), war, hostilities, rebellion, revolution, civil war, riot, acts of terrorism, curtailment or interruption of transportation facilities, or proven serious illness of the Artist(s). If such an Event occurs, the Presenter, Artist(s), or EastCoast may initiate cancellation of this Contract pursuant to this paragraph by providing written notice within reasonable time to each of the Presenter, Artist(s), and EastCoast, as applicable. If cancellation is initiated under this paragraph, and the Presenter, Artist(s) and EastCoast all agree that this paragraph applies, then the Deposit, and if paid, the Balance shall be refunded to Presenter except that where the Artist(s) was ready, willing and able to perform, and the Performance is cancelled or impossible, Presenter shall reimburse Artist(s) for Artist(s)'s out-of-pocket travel expenses incurred in attending at the location of the performance.
7. Notwithstanding the provision of paragraph 6, for outdoor shows, unless Presenter has an alternative indoor location acceptable to the Artist(s), Presenter assumes all weather-related risk and shall pay Artist(s) the full amount of the Gross Price, in the event the Performance is cancelled due to inclement weather. The only time an outdoor event may be cancelled pursuant to paragraph 6 herein is if the weather related risk would cause a similar indoor event to be cancelled.
8. Once signed by both parties, this Contract constitutes the sole, complete and binding Contract between the Artist(s) and the Presenter. EastCoast acts only as agent or consultant and assumes no personal responsibility or liability as between the Presenter and Artist(s).
9. The Presenter is responsible for filing IRS Form 1099, if applicable, on all payments made to the Artist(s) under this Contract, regardless of whether such payments are made to EastCoast, or to the Artist(s) directly.
10. The Presenter shall be responsible for any and all additional costs or expenses (other than the payment of federal or state income taxes which may be owed by Artist(s) or EastCoast) associated with or related to this Contract or for the performance of obligations under this Contract, including but not limited to (a) taxes, fees or other assessments imposed by any governmental or regulatory authority, either than the payment of federal or state income taxes which may be owed by Artist(s) or EastCoast, (b) fees, assessments or other charges or requirements (venue-mandated rigging, audio-visual costs, electrical costs, and/or additional costs caused by union-venue contracts) imposed by the performance venue, (c) insurance requirements and related premiums required by the performance venue, and (d) fees, assessments or other charges or requirements associated with the performance of copyrighted works.
11. The Presenter shall be responsible for any damage which occurs to the Artist(s)' equipment during the engagement if said damage is caused by either the Presenter or any person(s) attending the engagement either as a guest or member. Representatives of EastCoast are assured free and unrestricted access to the location of the Contract performance during said performance.
12. In consideration of the services rendered by EastCoast, in securing this booking and other good and valuable consideration, receipt of which is acknowledged by the Artist(s) and the Artist(s) Representative, the Artist(s) and the Artist(s) Representative, jointly, individually and severally, agree to book all bookings from the above Presenter for a period starting on the date stated in the introductory paragraph of this Contract and ending twenty-four (24) months after the performance date set out above, through EastCoast ("Future Bookings"). It is further agreed that the Artist(s) or Artist(s) Representative will pay a placement fee equal to 25% of the gross price agreed upon, for Future Bookings and will refer all inquiries for Future Bookings for the Presenter to EastCoast. It is further agreed that any Future Bookings booking secured for the Artist(s) or Artist(s) Representative, whether by oral or written Contract from said Presenter for which EastCoast books the Artist(s), the Artist(s) will give EastCoast an exclusive right to represent Artist(s) in that account or for that Presenter for a period of twenty-four (24) months from the performance date set out above. EastCoast shall be entitled to an injunction to enforce its rights hereunder and to restrain any of the aforementioned unauthorized acts regarding competing with EastCoast.
13. Additionally, it is further agreed that neither the Artist(s), or the Artist(s) Representative, will not either individually, jointly, or severally, nor through another agent or manager attempt to book other Artists or entertainment of any type to said Presenter for a period of twenty-four months after the performance date of this Contract. If said Artist(s), or the Artist(s) Representative breaches this Contract, they shall be jointly and severally liable for liquidated damages equal to 20% of the gross amount paid to any Artist(s), or entertainment of any kind, who is booked or performed for a Presenter in breach of the covenants contained in this Contract plus reasonable attorney's fees, court cost and legal interest related to the collection thereof.
14. Artist(s) are engaged by Presenter as an independent Contractor with respect to the Services herein.
15. Artist(s) understands and agrees that they are liable to Presenter for Artist(s)'s own acts of willful misconduct or gross negligence.
16. This Contract is executed and delivered in the Commonwealth of Virginia and shall be construed and enforced in accordance with the laws of such state without regard to the choice of provisions therein. The parties consent to venue in either the Federal District Court of the Eastern District of Virginia, or the Circuit Court of the City of Richmond, Virginia, and each party consents to personal jurisdiction in Virginia for the purposes of any action.
17. The parties may execute this Contract in any number of counterparts. Any counterpart or composite of counterparts executed by one or more parties shall be admissible in any formal proceeding as legal proof of the executing parties' Contract and intent to be legally bound. Any party may execute and deliver a counterpart of this Contract to another party via Electronic Signature which includes (i) a telephonic facsimile, (ii) an electronically scanned signature inserted in the electronic copy of the Contract, or (iii) an email or other written electronic communication clearly evidencing acceptance and intent to be legally bound. The transmitting party's Electronic Signature shall have the same force and effect as an original physical signature on a physical counterpart delivered to the other party.
18. Each signatory to this Contract warrants and represents that he or she is authorized to sign on behalf of and to bind the party or parties on whose behalf he or she signs, and that he/she is not a minor and has legal capacity to contract.
19. No finding that any provision herein is invalid or unenforceable for any reason shall affect the validity or enforceability of the remaining provisions herein.
20. Any waiver by EastCoast of any term or provision of this Contract benefiting EastCoast shall not be considered as a waiver of any subsequent breach or breaches of any term or provision by said Artist(s), the Artist(s) Representative or the Presenter. A waiver by any party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

Presenters Initials

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Columbia, SC | Hilton Head, SC | New York, NY | Philadelphia, PA | Raleigh, NC | Richmond, VA | Washington, DC



SIGN & RETURN

CONTRACT RIDER

For 02/16/2018
(date)

This rider regarding **The Second City** (hereafter referred to as Artist) is herein made a part of the attached contract. **Please read carefully prior to signing contract or rider.**

- Presenter agrees to provide the following items and/or services in the manner specified.
- Please distribute a copy of this rider to all staff involved in said technical set up.

REHEARSAL

The performance space must be technically prepared and available exclusively to Artist for a technical check and dress rehearsal for a length of two hours, beginning at least three hours prior to the time of the contracted performance.

All technical set-up must be completed before Artist arrives on site. Sufficient personnel shall be present to assist in the technical check and, if needed, make adjustments. Said personnel must remain present on the premises until the technical rehearsal has been completed.

HOSPITALITY

Dressing Rooms: In addition to the backstage area Presenter shall provide a greenroom and two (2) safe, clean, lockable dressing rooms with bathroom facilities. Presenter agrees to be solely responsible for the security of all items in the dressing room area and shall keep all unauthorized personnel from entering the area. Dressing rooms need to be in immediate vicinity of the stage. **If dressing rooms are not lockable, Presenter must provide a staff member to secure the room(s) whenever Artists are not in them.**

An iron and/or steamer shall be available to the Artists in the dressing room area.

Refreshments: Upon Artist arrival Presenter shall have available in quantity sufficient for eight (8):

- Minimum 24 bottles of water
- Assorted soft drinks (Sprite, Coke, Diet Coke, etc)
- Assorted juices (i.e.: orange, cranberry, apple, etc)
- Assorted energy drinks (Red Bull, Monster, etc)
- Fresh fruit, vegetables
- Fresh coffee with creamer, sweetener, sugar

Presenter to provide a hot meal for eight including vegetarian, vegan and/or gluten-free choice (when requested). Advance this detail with Company Manager.

Lodging: Housing is subject to Artist approval. If applicable, Presenter to provide lodging to include 8 single rooms in a clean, nonsmoking, safe, first-class hotel (NOT motel), ideally within walking distance or a 15-minute drive from the venue. If housing must be remote, please contact Artist Company Manager to determine best location in order to facilitate routing. Per union restrictions, housing shall have doors leading to an inside hallway, rather than directly to the outdoors, unless housing is in a condominium or resort. Advance details with Artist Company Manager. (Hotels that rate 3 stars or better on Hotels.com, TripAdvisor.com, or with triple-AAA are preferred, and we recommend researching your hotel at bugbugregistry.com) An additional hotel buyout should be negotiated if Artist approval is not granted within two weeks of travel.

TICKETS

Presenter agrees to make ten (10) complimentary tickets available per show to Artist or its Agency. Our stage manager will provide a list of how the tickets are to be assigned no less than 2 hours prior to the performance. The unused portion may be placed on sale following receipt of that list.

Presenter agrees to give out no more than 2% of the house in complimentary tickets without prior written consent from Artist or Agency.

Presenter will not change ticket prices without prior consent of Agency.

Front of House

Unless otherwise indicated on the face of the contract, the performance consists of two (2) acts, each approximately 45 minutes long, with an intermission. For late seating, please consult our stage manager at the end of tech to determine the best policy.

Content Advisory: Please note that the Second City is known for nearly 60 years of political and social satire, some of it relating to issues and situations more appropriate for an audience aged 17 and older. We would recommend that your marketing of this show include a notification along the lines of "may contain Adult or Mature Content," even if you've requested a profanity-free performance.

Audience Advisory: As our show is audience interactive, you may want to include language in your program and/or venue signage 1) to keep the aisles clear for actor traffic, 2) to encourage audience participation when it is requested by the cast, and 3) to ask that audience suggestions be in line with your house rules.

MISCELLANEOUS

Travel: If providing traveling accommodations, contact Company Manager to confirm details.

Percentage dates: If applicable, Presenter agrees to have on hand at the end of engagement ticket manifest, unsold tickets and receipts for expenses for verification by Artist representative. In percentage situations when seating is more than 500 per night or over run of show, Presenter will supply to representative a detailed list of expenses, copies of receipts for expenses, and a copy of the ticket manifest within one week of the completion of engagement.

Merchandise: Our company does not travel with or sell merchandise.

CODE OF CONDUCT

Harassment of any kind, including sexual harassment, is prohibited and will not be tolerated. The Second City will not tolerate harassment of any kind by anyone, including client employees, vendors, co-workers, visitors or guests of the Second City.

TECH

Stage

A stage of at least eighteen feet (18') in width, by sixteen feet (16') in depth by two feet (2') high. Steps/stairs stage right & stage left are required to enter and exit stage from backstage left and right. **Steps/stairs must also be provided from the stage to the house in order to ensure ease of travel for audience members to the stage as needed.**

Piano

A piano, downstage left, tuned to A-440 pitch and miked. If the piano is raised for transport, an adjustable bench should be provided. Piano may be moved slightly during rehearsal. May substitute with an 88-key weighted keyboard with a sustain pedal. (If keyboard, see Note d. under "Sound" below regarding Direct Input.)

Sound

A professional quality sound amplification system that is adequate for a theatrical performance for the size of your space. Sound equipment should be prepared and available before rehearsals commence. We will defer to your sound technician's opinion on which of the amplification options will result in our show best being heard by your audience.

- a. Entire stage should be amplified. We request one of the following:
 - i. Floor microphones that do not impede the audience view. **Microphones on straight stands are not acceptable.** We recommend hypercardioid floor mounted microphones (example: Crown PCC160) OR pressure zone microphones (example: Shure MX393/O Microflex Boundary Microphone). If available, hanging microphones will work well.
 - ii. SIX (6) wireless lavalier body microphones (example: Sennheiser EW112-G@ -or- Shure PGX14/93) **OR** over-the-ear mics (example: Countryman Isomax E6) to avoid inadequate sound coverage. (Please see note in b. regarding handhelds if this option is used.)
- b. TWO (2) microphones on straight stands placed backstage left and right with enough cable to move the stands downstage center plus an additional six feet. When possible, wireless handheld microphones are preferred (example: Shure SLX24/SM58). **If the cast will be wearing wireless mics, two wireless handhelds will be required for audience participation needs.**
- c. A single microphone to amplify the piano.
- d. ONE (1) Stereo Direct Input-Box (or TWO (2) single-channel DI boxes) by the piano for our mixer to be patched directly into the house system (All of the piano player's equipment and the show's sound cues will run thru our mixer). **NOTE:** An additional DI Input will be required for your keyboard, if being used.
- e. A standard power strip by the piano. (Additionally, a small table is required for the Musical Director's equipment, large enough to fit a laptop & mixer—unless these can be safely placed atop the piano.)

f. A monitor must be provided on stage left and stage right to enable actors to hear each other during the performance. Another monitor must be provided onstage for the Music Director located downstage left and preferably on a separate mix.

g. In the event that the venue does not have an adequate house speaker system that can provide loud and clear amplification, alternate speakers must be provided in order to ensure that the entire audience is capable of hearing the performance well.

Lighting

Unless the Presenter is in an IATSE house, the Artist's Stage Manager will run the light board for the duration of the show. All lighting should be focused as downstage as possible. Six (6) submasters should be programmed exactly as follows and prepared and available before rehearsals commence:

- a. A full neutral, or no color ~~front~~ wash of the entire stage (white or light amber R03 or R33)
- b. A full blue wash of the entire stage - moderate to low density (R81 for example)
- c. A full red wash of the entire stage - moderate to low density (R26 for example)
- d. A stage right area* - neutral or non color
- e. A stage center area* - neutral or non color
- f. A stage left area* - neutral or non color
- g. When available; a stage left, center, and stage right, sharply focused, no color tight front special.

**The areas should be front light - down light may be used to supplement the areas. Down or back light for the no color areas and wash is not acceptable. The instruments used for the three areas can be cross-patched to supplement the full neutral wash, if instrument inventory is low. The system must allow at least the following:*

- a. The ability to illuminate the entire stage
- b. The ability to darken the house (seating area) to full black
- c. The ability to produce slow fades and rapid blackouts

In venues that utilize lighting trees, trusses, or rigging systems; in order to provide adequate coverage these systems must shoot from no more than a 45 degree angle.

Booth: House lights, stage lights, and sound should all be controlled from one location, by Artist Stage Manager on site. If this is not possible adequate personnel and communications must be provided (i.e.: clear-com). This location must have a direct sight line to the stage as well as the ability to hear the sound mix. We require a "god" mic located by the lighting console for our stage manager to communicate with the cast during the technical rehearsal.

Crossover: Actors must be able to quickly cross from stage left to stage right without being seen by the audience. The width of the crossover should be at least five feet (5') and run the length of the stage. Ample running light must be provided through out the backstage crossover, and wing area.

Wing Area: Facilities that do not have a standard theatrical setting are required to provide curtains offstage left and right in order for the actors to enter and exit the stage without being visible to the audience. Wing areas should be large enough for six actors to make costume changes and store props.

Backstage: The backstage area should provide the following: two six foot (6') tables for prop storage (placed in the wings with adequate lighting), one coat rack with hangers, two full length mirrors, (placed backstage right and backstage left) and adequate running lights for the actors to move safely backstage during blackouts. Any obstacles and potential dangers should be removed from the backstage and wing areas prior to our technical rehearsal. Any cable runs should be carpeted over and taped down.

Chairs: Six (6) identical, lightweight chairs without arms in good condition, preferably Bentwood or some other lightweight construction, for use on-stage. Folding chairs are not acceptable. These chairs should be placed onstage at time of set rehearsal.

Presenter agrees to contact Agency regarding any difficulties in meeting contract or rider requirements.

Presenter Brian W. Caputo Date 6/26/18
BRIAN CAPUTO, VP ADMINISTRATION
& CFO



SELLING THE SECOND CITY

HELPFUL HINTS TO PROMOTE THE SHOW

Over the last six decades, The Second City has learned invaluable marketing lessons regarding ways to most effectively promote our performances.

POSTERS, FLYERS & PROGRAMS

The Second City will provide you with assets that you can use to create posters, flyers, advertisements and programs.

- Add show information for your specific venue to customize
- We encourage you to print posters and flyers to provide to your local businesses (coffee shops, bookstores, restaurants, bars, etc.) to post in their lobby or windows
- Second City will also provide you with a template for the program, head shots & bios a month prior to your show (as we may not lock which cast is doing which show until then)
- If you have other shows in your venue, be sure to stuff programs with our materials

PRESS RELEASE

You will be provided with a template for a basic press release which includes a description of the show and a brief summary of The Second City's history. We recommend you distribute the press release twice:

- 4-6 weeks in advance of the performance date
- 1-2 weeks prior to the show

RADIO & PRINT INTERVIEWS

We highly recommend taking advantage of this type of advance publicity and offer the following resources. Call your Second City producer to arrange for these items:

- The Second City cast, directors and producers are always available to do phone interviews as far in advance of the performance date as you wish.
- Radio commercial audio and/or copy
- Official Second City merchandise that can be used for radio giveaways

GET SOCIAL

Start promoting the show on your social media feeds at least one month prior to the performance date. Second City's official social media channels to connect with are:

FACEBOOK: facebook.com/thesecondcity

TWITTER & INSTAGRAM: @TheSecondCity

In addition, sharable digital video content is available here:

- Download the sizzle reel for your show at secondcity.com as part of your media kit
- Use any of our "behind-the-scenes" cast interviews!
- Check out hundreds of videos from our original and archival library at <https://www.secondcity.com/network/>
- Please note, the YouTube videos may contain content that can only be used on your company's website, Facebook & Twitter pages. They cannot be used for paid commercial advertising. See below for access to ready-for-TV assets.
- Advertising on Facebook has proven to be an effective tool for our shows. Using our assets, you can build and post an ad easily tailored to your budget.
- If you have additional social media needs, email your requests to touringcompany@secondcity.com and we can connect you with our social media team.

TV & RADIO COMMERCIALS

If you'd like to run commercials on local cable or network television or on local radio stations, The Second City can provide you with 15 & 30-second taggable TV & Radio spots, accessible in the marketing kit for each show, as well as generic Second City spots. Your team is welcome to record your own audio as well, just email us for copy approval before you record!

SECOND CITY PHOTOS

The Second City has one of the most impressive photographic libraries around. Local newspapers are usually very interested in running pictures of the current company as well as some of our more famous alumni. The Second City can provide you with photos upon request, just let us know if you have a favorite alumnus or type of photo when you reach out.

GROUP SALES

Contact groups that might be interested in buying a block of tickets:

- Student associations and clubs
- Social clubs
- Alumni associations
- Corporate groups, etc.

Note that discounted ticket offers can also aid sales.

SECOND CITY QUOTES

"Second City does the comedy of shared experience more quirkily and savvier than most."

—CHICAGO TRIBUNE

"A temple of Satire..."

—TIME MAGAZINE

"The entire recent tradition of American satire can be summed up in three words: The Second City."

—NEW YORK TIMES

"The troupe that gave us SCTV and inspired Saturday Night Live and Whose Line is it Anyway?!"

—CHICAGO TRIBUNE

"Legendary"

—THE NEW YORK TIMES

AND FROM THE AUDIENCES OF THE BEST OF THE SECOND CITY IN CHICAGO:

"I've never laughed so much in one evening.
It was definitely the highlight of my first trip to Chicago!"

"I couldn't stop laughing (not that I wanted to)."

"I haven't laughed this much in the last few months, I needed it."

"So funny, I was crying from laughing! The Best
of Second City cast was utterly hilarious."

"I knew that The Second City experience would be excellent before I went to the show. I brought friends who usually don't see shows – all of us were laughing so hard we were falling out of our seats."

Feel free to contact your Second City producer with any questions, or for additional materials, ideas or support to make your event a sold-out success!

SAMPLE MARKETING PLAN

FOR THE SECOND CITY TOURING COMPANY

6 WEEKS IN ADVANCE OF SHOW DATE

- Send out your press release!
- Pitch local radio stations for interviews. Phoners can be done as far in advance as necessary. We can also provide you with merchandise that stations can use as giveaways for radio contests to promote the show.
- Pitch local feature writers. Our cast, directors and producers are available for phone interviews whenever you need them. Just contact your Second City producer to coordinate. When appropriate, we can let you know if a notable Second City alumni lived in your area or attended a college in the area. This is sometimes a great hook to get writers interested: "You know, Tina Fey graduated from the University of Virginia. She toured with Second City in the '90s. The touring company is where everyone gets their start..."
- Contact groups that might be interested in attending the show. We have great luck with student associations, alumni groups, social organizations and corporate groups. It's also a great way to celebrate birthdays, anniversaries, a girls' night out, etc.
- Don't forget about your local college or university! If you haven't booked a Second City improv workshop, consider checking them out, as it's a great way to build an audience, and the participants might just end up performing with the cast someday--or even in the improvised third act!

4 WEEKS IN ADVANCE OF SHOW DATE

- Begin running weekly ads according to your typical marketing plan.
- Hang show posters at businesses in your neighborhood and two other popular zip codes in your database to promote the show.
- Begin posting Second City video links to your website, and social media accounts from www.secondcity.com/network. Create a Facebook event!
- Include show information in your weekly email list

2 WEEKS IN ADVANCE OF SHOW DATE

- Post an album of Second City alumni photos on your Facebook page
- Begin playing The Second City's Trivia Slideshow in your lobby during your current show and before the show begins in the theater to promote the performance
- Increase your ad size in the local mainstream and alternative newspapers
- Advertise on your local cable station during appropriate programming
- Begin radio contests with ticket and merchandise giveaways
- Send reminder to your weekly email list

1 WEEK IN ADVANCE OF SHOW DATE

- Send press release to assignment desks for local TV news stations
- Engage Second City's social media account (and we'll reply!)

Twitter: @TheSecondCity

Facebook: [facebook.com/TheSecondCity](https://www.facebook.com/TheSecondCity)

Instagram: @TheSecondCityComedy



1616 North Wells Street
Chicago, IL 60614
(t) 312 664 4032
(f) 312 664 9837
www.secondcity.com

Primary Contact

Creative & Content Questions

Workshops & Outreach

Technical & Production Logistics

Joseph Ruffner, Producer

jruffner@secondcity.com

312.799.2682

Scheduling a Talent Interview

Approval of Travel, Hotel & Hospitality

Promotional & Program Material Requests

Email touringcompany@secondcity.com

Exclusive Agency

ECE Touring, a division of East Coast Entertainment

Kris Kaminski, Managing Partner

kkaminski@ecetouring.com

800.277.6874

804.353.3407 FAX

The Second City

PERFORMANCE INFORMATION SHEET

Please complete and return with the signed contract

CLIENT INFORMATION

Company MCANINCH ARTS CENTER, COLLEGE OF DUANE Contact DIANA MARTINEZ
Address 425 FAWELL BLVD Phone 630-942-3007
City/State/Zip GLEN ELLYN, IL 60137 Email martinezd59@cod.edu

VENUE INFORMATION (Note: It is the Presenter's responsibility to provide the Technical Requirements outlined in our Contract Rider. Please give a copy of this rider to your Audio/Visual contact as soon as possible (ESPECIALLY FOR HOTELS) to ensure you get a timely estimate and are not surprised by hidden costs.)

Venue Name MCANINCH ARTS CENTER, AV Contact JOE HOPPER
DELUSHI PERFORMANCE HALL
Address 425 FAWELL BLVD Direct Phone 630-942-2913
City/State/Zip GLEN ELLYN, IL Email hopper@cod.edu
Website (to be linked at www.secondcity.com) attheMAC.org

IF WEB-BASED MAPS OR GPS ARE UNRELIABLE IN YOUR AREA, PLEASE PROVIDE DIRECTIONS TO THE VENUE FROM MAJOR HIGHWAYS AND ENCLOSE A MAP OF THE AREA:

PERFORMANCE INFORMATION:

Day of Show Contact JOE HOPPER Direct /Cell 630-942-2913
Date(s) of Performance(s) 12/08/18
Show Time(s) 6p & 9p

Time of set-up _____ Doors Open at _____
(We need exclusive access to the venue for a length of up to 2 hours immediately preceding the time doors are opened for seating. This time period is for a technical check and rehearsal, during which we will need access to the appropriate technical personnel.)

Please provide an itinerary of events for the evening:

General make-up and mindset of the audience:

SEASON TICKET & SINGLE TICKET BUYERS

AVG AGE = 45-60

MAJORITY FROM WESTERN SUBURBS

WHEATON, GLEN ELLYN, NAPERVILLE

FOR PERFORMANCES OUTSIDE THE CHICAGOLAND AREA:

If lodging is a required part of the Contract, please list:

1. The name, address, phone number and contact for the hotel.
2. Confirmation numbers.
3. Directions from major highways & a map.

Is there anything else we should know?

**The Second City
The Second City Touring Company
1616 N. Wells Street
Chicago, IL 60614**

**If you have any problems or questions, please call Producer Joe Ruffner:
312.664.4032 or email: jruffner@secondcity.com**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
THE SECOND CITY, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) >
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) >

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Provide an account maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1616 N WELLS ST

6 City, state, and ZIP code
CHICAGO IL 60614

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | | | | | | |
|--|--|--|---|--|--|--|--|
| | | | - | | | | |
|--|--|--|---|--|--|--|--|

OR

Employer identification number

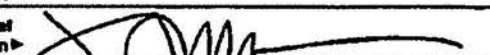
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3 | 6 | - | 3 | 3 | 5 | 2 | 0 | 6 | 8 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here  Date **8/27/14**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

This Rider, dated Friday, June 1, 2018, is hereby made a part of the attached contract/agreement between College of DuPage, McAninch Arts Center (herein known as PURCHASER) and The Second City Touring Company. (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 (see attached "Contractor's Liability Insurance Addendum" for more details).
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. The PURCHASER shall receive 20% of the gross of all souvenir sales as a concession fee, payable in cash, upon the completion of sales. If PURCHASER provides seller, the concession fee shall be 30% of the gross sales. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.
- 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.~~

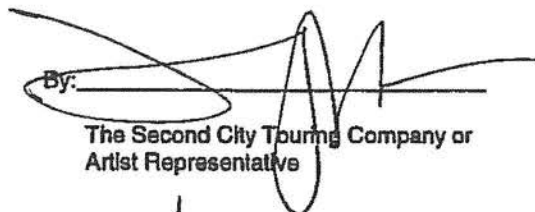
**COLLEGE OF DuPAGE
McAninch Arts Center**

ARTIST / ARTIST'S REPRESENTATIVE

By: 

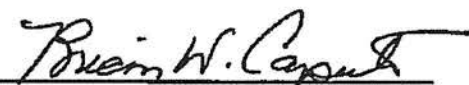
Diana Martinez
Director, McAninch Arts Center

Date: June 14 2018

By: 

The Second City Touring Company or
Artist Representative

Date: 7/6/18

By: 

Brian Caputo, VP Administration CFO
College of DuPage

Date: 6/26/18

**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, murro@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 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2018

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

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

| | | | |
|--|--|---|--|
| PRODUCER ALPER SERVICES LLC 410 North Michigan Avenue 12th Floor Chicago IL 60611 | | CONTACT NAME: Tim Schwartz PHONE (A/C, No, Ext): (312) 642-1000 FAX (A/C, No): (312) 944-7000 E-MAIL ADDRESS: tschwartz@alperservices.com | |
| INSURED The Second City, Inc. 1616 North Wells Street Chicago IL 60614 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Comp. NAIC # 19682 INSURER B: Liberty Insurance Corporation 42404 INSURER C: Trumbull Insurance Company 27120 INSURER D: Lloyds of London INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: GLAuto Umb WC Liq Lia

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | 83 UUN LN4159 | 07/01/2018 | 07/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 83 UUN LN4159 | 07/01/2018 | 07/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | TH7-641-444797-018 | 07/01/2018 | 07/01/2019 | EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A | | | 83WECE3950 | 07/01/2018 | 07/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Liquor Liability | | | LIQ217638 04 | 07/01/2018 | 07/01/2019 | Combined Single Limit \$1,000,000 |


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE 2/16/2019 Performance
"All Operations of the Insured"

Requestor: Joe Ruffner

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| McAninch Arts Center at College of DuPage 425 Fawell Blvd Glen Ellyn IL 60137-6599 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

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Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1082165

Vendor Name: East Coast Entertainment Inc.

Invoice Number: B0359571A

Invoice Date: 08/17/18

PO Number: B0359571

Check Number: E0068633

Check Amount: \$ 12,500.00

Check Date: 08/08/2018

Department ID: 11601

Reviewer Name:

Voucher Number: V0522609

Redaction Type: Other

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

Document Below

From: junokasm@cod.edu
Sent: Tue Aug 07 09:57:04 CDT 2018
To: junokasm@cod.edu,invoicing@cod.edu
CC:
Subject: Scanned from a Xerox Multifunction Device

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Device.
Attachment File Type: pdf, Multi-Page Multifunction Printer Location: AR201WC7835 Device Name:
PRN303

[attachment: Scanned from a Xerox Multifunction Printer.pdf]

Scam

PAYABLES BLANKET ORDER REQUEST FOR PAYMENT

8/6/2018 17:50

E-MAILED AUG 07 2018

Payment Date 8/17/2018 ACH

Blanket Order # [REDACTED]

Line # Line 1 Only

Payment Amount \$ 6,250.00

Vendor # 1082165

Vendor Name East Coast Entertainment, Inc.

Documents Attached Contract

Account # 05-60-11601-5309001

MAC Code (for MAC use only) 60 Artist Fee TR18⁹_2CTYNONDE *Deposit*

AP VERIFIED
08/07/18 - MARIA ZERRUDO

Authorized Signature *Evan Mc Gowan*

Date 8/6/18

December Show

Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235



Contract Number:

366188

Office: RIC

Agent: TSC-TONI CLINE

This contract ("Contract") for the personal services of entertainers on the engagement described below, made on DECEMBER 8, 2017 between the undersigned Purchaser of Entertainment (herein called "Presenter") and THE SECOND CITY TOURING COMPANY (herein called "Artist(s)" which term is to include the named individual, the named individual's group, the named group as well as the named group's individual members); and for talent booking services and contracts between Artist(s), the Artist(s)' leader manager, or representative (the "Artist(s)" Representative"), and EastCoast Entertainment, Inc. ("ECE" or "EastCoast"). The Artist(s) are engaged jointly and severally (as a group and individually) on the terms and conditions set forth herein. The Artist(s)' Representative represents that the Artist(s) has/have agreed to be bound by the terms and conditions set forth herein. The Artist(s) as an individual, as a group or as an individual member of the group may enforce this Contract. The Artist(s) individually and together agree to be bound by the terms of this Contract and to render services under the undersigned Artists(s)' Representative. The rider(s) that follow are hereby incorporated into this Contract. The Performance Location, Date & Time of Performance below are collectively referred to as the "Services."

Performance Location

MCANINCH ARTS CENTER

425 FAWELL BOULEVARD

GLEN ELLYN, ILLINOIS

Date & Time of Performance

SAT. DECEMBER 09, 2018

6 PM AND 9 PM SHOWTIME

Type: OTHER

Payment Terms

Gross Price Agreed Upon: \$ 12,500.00

DEPOSIT DUE: \$ 6,250.00

BALANCE DUE: \$ 6,250.00

Includes total monies that Presenter will pay for Services

DEPOSIT TO: EastCoast Entertainment, Inc. on AUGUST 1, 2018

FED ID #: 54-1024623 per budget approval cycle

BALANCE TO: PAYABLE TO THE SECOND CITY AT END OF ENGAGEMENT

VIA COLLEGE OF DUPAGE OR ACH PAYMENT, SEE IMAC RIDER #5

Other Terms and Conditions

Fee includes one workshop

PRESENTER AGREES THAT THE TERMS OF THE ATTACHED ARTIST RIDER ARE INCORPORATED INTO THIS AGREEMENT AND ARE HEREBY PART OF THIS CONTRACT.

Presenter agrees to provide tech requirements and a hot meal for the cast

Artists will perform two holiday shows. Each show is two 45 minute acts with a 15 minute intermission

"The Second City's Non-Denominational Christmas Show"

Cap #20, Trx #32-546 DYSFUNCTIONAL HOLIDAY REVUE

Further terms and conditions appear on the following page(s) and are incorporated into this Contract by reference - VERY IMPORTANT - READ!

Presenter

COLLEGE OF DUPAGE

7/2/18

Title: VP ADMINISTRATION & CEO (Date)

X

Person signing above has authority to sign on behalf of the person and/or organization named below. If not, individual agrees to be personally liable

(KIM MICHAEL LEE) BRIAN CAPKTO

MCANINCH ARTS CENTER

MCANINCH ARTS CENTER AT

COLLEGE OF DUPAGE

425 FAWELL BOULEVARD

GLEN ELLYN IL 60137-6599

Artist(s)

THE SECOND CITY TOURING COMPANY

7/6/18

Title: Producer (Date)

X

Person signing above is signing on his/her own behalf. Artist(s) and Artist(s) Representative are jointly and severally liable. See further terms in Paragraph 1.

COLLEGE OF DUPAGE

D'ANA MARTINEZ

(630)-942-3007 ext

(01) 0-

martinezd59@cod.edu

Presenter to sign and return all copies of Contract - FAXED AND EMAILED COPIES OF THIS DOCUMENT (AND E-SIGNATURES) ARE BINDING 366188

Creating Unforgettable Experiences

EastCoastEntertainment.com

855-ECE-4FUN (323-4386)

Asheville, NC | Atlanta, GA | Augusta, GA | Birmingham, AL | Charleston, SC | Charlotte, NC | Charlottesville, VA
Columbia, SC | Hilton Head, SC | New York, NY | Philadelphia, PA | Raleigh, NC | Richmond, VA | Washington, DC



Enclosed please find the contract for your upcoming engagement. The following serves as both the confirmation of and invoice for services provided.

Artist Information

ARTIST: THE SECOND CITY TOURING COMPANY DEPOSIT DUE DATE: 07/01/2018
PERFORMANCE DATE: SAT, DECEMBER 08, 2018 DEPOSIT DUE: \$ 6,250.00
CONTRACT NUMBER: 366188 CONTRACT DUE DATE: 07/01/2018

INSTRUCTIONS

1. Please sign where indicated in the Presenter signature box and initial ALL other pages.
2. Make your deposit check payable to **EastCoast Entertainment, Inc.**
Please see contract for balance payment instructions.
3. Write your **contract number** on your deposit check.
4. Return a copy of the **SIGNED** contract and riders, along with your deposit check to:

EastCoast Entertainment
ATTN: Contract Processing
P.O. Box 73210
North Chesterfield, VA 23235

Overnight mail should be sent to:
EastCoast Entertainment
ATTN: Contract Processing
703 Southlake Boulevard
North Chesterfield, VA 23236

(Please retain a copy for your records.)

(We will send you a completed contract once it has been signed by the Artist.)

The enclosed contract is a confirmation of the agreement that you have made to engage the performance of the named Artist for the date, time, amount and other terms shown on the contract. Failure to return the executed contract does not cancel your agreement to engage the Artist(s) for the stated performance date(s) for the full amount set forth.

If you have any questions regarding this contract, please don't hesitate to call.

THANK YOU FOR DOING BUSINESS WITH EASTCOAST ENTERTAINMENT, INC.

PLEASE DO NOT STAPLE

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Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235



Contract Number:

366188

Office: RIC

Agent: TSC-TONI CLINE

1. The Presenter and the person signing for the Presenter are individually and jointly liable for the Gross Price. The Artist(s) and the Artist(s) Representative are individually and jointly liable for performance under the terms of this Agreement. If the Artist(s), or the Artist(s) Representative, are an Association, Company, Corporation, Partnership or any entity other than an individual, the person signing for the Artist(s) agrees to be personally, jointly and severally liable for the terms of this Contract.
2. The Presenter shall at all times have reasonable supervision, direction, and control over the services of Artist(s) on this engagement. If any Artist(s) have not been chosen upon signing of this Contract, the Artist(s) Representative, as agent for the Presenter and under his instructions, hire such persons and any replacements as are required. The essential identity of the Artist(s) as a unit shall not be altered by minor changes in personnel or in the name of the entertainment unit.
3. The Artist(s) and/or its undesignated Artist(s) Representative (individually and on behalf of the Artist(s)), agrees that the Deposit is to be paid to EastCoast. This deposit is due and payable on the Deposit date specified above. The Artist(s) agrees that EastCoast may retain its previously agreed upon fee ("EastCoast Fee") out of the Deposit. The Presenter is liable for payment of the Deposit to EastCoast and any unpaid amount of Deposit not paid within five (5) days of the due date is subject to a late charge of 1.5 percent per month until paid, plus reasonable attorney's fees as well as any other collection fees and costs incurred for collection. In the event the Deposit is paid to the Artist, failure of Artist(s) to pay the EastCoast Fee when due gives EastCoast an immediate cause of action against the Artist(s) for the amount of the EastCoast Fee, plus reasonable attorney's fees, court costs, interest at the rate of 1.5 percent per month from the due date until paid, as well as any other collection fees and costs incurred.
4. If before the date of any scheduled performance it is found that the Presenter has not performed fully to its obligation under any other Contract with any other party for another engagement or that the financial credit of Presenter has been impaired, the Artist(s) may cancel this Contract. In the event that the Presenter does not perform fully all of its obligations herein, the Artist(s) shall have the option to perform or refuse to perform hereunder, and in either event the Presenter or the person signing for the Presenter, jointly and severally, shall be liable to the Artist(s) for the Gross Price set forth herein, plus reasonable attorney's fees, court costs, and interest at the rate of 1.5 percent per month from the due date until paid, as well as any other collection fees and costs incurred. The Artist(s) are hired as a unit and any changes to the unit which significantly affect the Artist(s)'s ability to meet the Presenter's reasonable expectations shall constitute Artist(s) default and forfeiture of any payment under the terms of this Agreement ("Artist(s) Default"). In the event of Artist(s) Default, the Presenter shall allow EastCoast to provide a reasonable substitute Artist(s) for the Services under the same terms and conditions of this Contract ("Substituted Services") and Presenter shall be liable to pay for the Substituted Services under the terms and conditions of this Contract.
5. Artist(s) Representative shall enforce disciplinary measures for just cause, and carry out instructions as to selection and manner of performance. On behalf of the Presenter, the Artist(s) Representative will distribute the amount received from the Presenter to the Artist(s), or in place thereof, provide a separate memorandum to the Presenter at or before the commencement of the Services indicating the proper disbursement to each individual Artist(s).
6. Neither the Presenter nor the Artist(s) shall have the right to cancel its obligations under the Contract except as otherwise provided in this Contract, or unless otherwise agreed to in a writing signed by the Presenter, the Artist(s), and EastCoast. In the situation where there is an event which is unforeseeable, unavoidable and external such that it makes a re-evaluation of the obligations under this Contract impossible, illegal, or extremely inadvisable, the following shall apply. An event ("Event") which is unforeseeable, unavoidable and external must be in the nature of an act of God (such as, but not limited to, fire, explosions, earthquakes, drought, tidal waves and floods), war, hostilities, rebellion, revolution, civil war, riot, acts of terrorism, curfew or interruption of transportation facilities, or proven serious illness of the Artist(s). If such an Event occurs, the Presenter, Artist(s), or EastCoast may initiate cancellation of this Contract pursuant to this paragraph by providing written notice within reasonable time to each of the Presenter, Artist(s), and EastCoast, as applicable. If cancellation is initiated under this paragraph, and the Presenter, Artist(s) and EastCoast all agree that this paragraph applies, then the Deposit, and if paid, the Balance shall be refunded to Presenter except that where the Artist(s) was ready, willing and able to perform, and the Performance is cancelled or impossible, Presenter shall reimburse Artist(s) for Artist(s) out-of-pocket travel expenses incurred in attending at the location of the performance.
7. Notwithstanding the provision of paragraph 6, for outdoor shows, unless Presenter has an alternative indoor location acceptable to the Artist(s), Presenter assumes all weather-related risk and shall pay Artist(s) the full amount of the Gross Price in the event the Performance is cancelled due to inclement weather. The only time an outdoor event may be cancelled pursuant to paragraph 6 herein is if the weather related risk would cause a similar indoor event to be cancelled.
8. Once signed by both parties, this Contract constitutes the sole complete and binding Contract between the Artist(s) and the Presenter. EastCoast acts only as agent or consultant and assumes no personal responsibility or liability as between the Presenter and Artist(s).
9. The Presenter is responsible for filing IRS Form 1099, if applicable, on all payments made to the Artist(s) under this Contract, regardless of whether such payments are made to EastCoast, or to the Artist(s) directly.
10. The Presenter shall be responsible for any and all additional costs or expenses (other than the payment of federal or state income taxes which may be owed by Artist(s) or EastCoast) associated with or related to this Contract or for the performance of obligations under this Contract, including but not limited to (a) taxes, fees or other assessments imposed by any governmental or regulatory authority, other than the payment of federal or state income taxes which may be owed by Artist(s) or EastCoast, (b) fees, assessments or other charges or requirements (uncompensated rigging, audio-visual costs, electrical costs, and/or additional costs caused by non-venue Contract) imposed by the performance venue, (c) insurance requirements and related premiums required by the performance venue, and (d) fees, assessments or other charges or requirements associated with the performance of copyrighted works.
11. The Presenter shall be responsible for any damage which occurs to the Artist(s) equipment during the engagement if said damage is caused by either the Presenter or any person attending the engagement; either as a guest or member. Representatives of EastCoast are assured free and unrestricted access to the location of the Contract performance during said performance.
12. In consideration of the services rendered by EastCoast, in securing this booking and other good and valuable consideration, receipt of which is acknowledged by the Artist(s) and the Artist(s) Representative, the Artist(s) and the Artist(s) Representative, jointly, individually and severally, agree to book all bookings from the above Presenter for a period starting on the date stated in the introductory paragraph of this Contract and ending twenty-four (24) months after the performance date set out above, through EastCoast ("Future Bookings"). It is further agreed that the Artist(s) or Artist(s) Representative will pay a placement fee equal to 20% of the gross price agreed upon, for Future Bookings and will refer all inquiries for Future Bookings for the Presenter to EastCoast. It is further agreed that any Future Bookings booking secured for the Artist(s) or Artist(s) Representative, whether by oral or written Contract from said Presenter for which EastCoast books the Artist(s), the Artist(s) will give EastCoast an exclusive right to represent Artist(s) in that account or for that Presenter for a period of twenty-four (24) months from the performance date set out above. EastCoast shall be entitled to an injunction to enforce its rights hereunder and to restrain any of the aforementioned unauthorized acts regarding competing with EastCoast.
13. Additionally, it is further agreed that neither the Artist(s), or the Artist(s) Representative, will not either individually, jointly, or severally, nor through another agent or manager attempt to book either Artist(s) or entertainment of any type to said Presenter for a period of twenty-four months after the performance date of this Contract. If said Artist(s), or the Artist(s) Representative breaches this Contract, they shall be jointly and severally liable for liquidated damages equal to 20% of the gross amount paid to any Artist(s), or entertainment of any kind, who is booked or performed for a Presenter in breach of the covenants contained in this Contract plus reasonable attorney's fees, court cost and legal interest related to the collection thereof.
14. Artist(s) are engaged by Presenter as an independent Contractor with respect to the Services herein.
15. Artist(s) understands and agrees that they are liable to Presenter for Artist(s) own acts of willful misconduct or gross negligence.
16. This Contract is executed and delivered in the Commonwealth of Virginia and shall be construed and enforced in accordance with the laws of such state without regard to the choice of law provisions therein. The parties consent to venue in either the Federal Court, Eastern District of Virginia, or the Circuit Court in the County of Stafford, Virginia, and each party consents to personal jurisdiction in Virginia for the purposes of any action.
17. The parties may execute this Contract in any number of counterparts. Any counterpart or composite of counterparts executed by one or more parties shall be admissible in any formal proceeding as legal proof of the executing parties' Contract, and intent to be legally bound. Any party may execute and deliver a counterpart of this Contract to another party via Electronic Signature which includes (i) a telephonic facsimile, (ii) an electronically scanned signature inserted in the electronic copy of the Contract, or (iii) an email or other written electronic communication clearly evidencing acceptance and intent to be legally bound. The transmitting party's Electronic Signature shall have the same force and effect as an original physical signature on a physical counterpart delivered to the other party.
18. Each signatory to this Contract warrants and represents that he or she is authorized to sign on behalf of and to bind the party or parties on whose behalf he or she signs, and that he or she is a minor and has legal capacity to contract.
19. No finding that any provision herein is invalid or unenforceable for any reason shall affect the validity or enforceability of the remaining provisions herein.
20. Any waiver by EastCoast of any term or provision of this Contract benefiting EastCoast shall not be considered as a waiver of any subsequent breach or breaches of any term or provision by said Artist(s), the Artist(s) Representative or the Presenter. A waiver by any party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

Presenter's Initials:

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Columbia, SC | Hilton Head, SC | New York, NY | Philadelphia, PA | Raleigh, NC | Richmond, VA | Washington, DC



SIGN & RETURN

CONTRACT RIDER

For 12-08-2018
(date)

This rider regarding **The Second City** (hereafter referred to as Artist) is herein made a part of the attached contract. Please read carefully prior to signing contract or rider.

- Presenter agrees to provide the following items and/or services in the manner specified.
- Please distribute a copy of this rider to all staff involved in said technical set up.

REHEARSAL

The performance space must be technically prepared and available exclusively to Artist for a technical check and dress rehearsal for a length of two hours, beginning at least three hours prior to the time of the contracted performance.

All technical set-up must be completed before Artist arrives on site. Sufficient personnel shall be present to assist in the technical check and, if needed, make adjustments. Said personnel must remain present on the premises until the technical rehearsal has been completed.

HOSPITALITY

Dressing Rooms: In addition to the backstage area Presenter shall provide a greenroom and two (2) safe, clean, lockable dressing rooms with bathroom facilities. Presenter agrees to be solely responsible for the security of all items in the dressing room area and shall keep all unauthorized personnel from entering the area. Dressing rooms need to be in immediate vicinity of the stage. **If dressing rooms are not lockable, Presenter must provide a staff member to secure the room(s) whenever Artists are not in them.**

An iron and/or steamer shall be available to the Artists in the dressing room area.

Refreshments: Upon Artist arrival Presenter shall have available in quantity sufficient for eight (8):

- Minimum 24 bottles of water
- Assorted soft drinks (Sprite, Coke, Diet Coke, etc)
- Assorted juices (i.e.: orange, cranberry, apple, etc)
- Assorted energy drinks (Red Bull, Monster, etc)
- Fresh fruit, vegetables
- Fresh coffee with creamer, sweetener, sugar

Presenter to provide a hot meal for eight including vegetarian, vegan and/or gluten-free choice (when requested). Advance this detail with Company Manager.

Lodging: Housing is subject to Artist approval. If applicable, Presenter to provide lodging to include 8 single rooms in a clean, nonsmoking, safe, first-class hotel (NOT motel), ideally within walking distance or a 15-minute drive from the venue. If housing must be remote, please contact Artist Company Manager to determine best location in order to facilitate routing. Per union restrictions, housing shall have doors leading to an inside hallway, rather than directly to the outdoors, unless housing is in a condominium or resort. Advance details with Artist Company Manager. (Hotels that rate 3 stars or better on Hotels.com, TripAdvisor.com, or with triple-AAA are preferred, and we recommend researching your hotel at bugbugregistry.com) An additional hotel buyout should be negotiated if Artist approval is not granted within two weeks of travel.

TICKETS

Presenter agrees to make ten (10) complimentary tickets available per show to Artist or its Agency. Our stage manager will provide a list of how the tickets are to be assigned no less than 2 hours prior to the performance. The unused portion may be placed on sale following receipt of that list.

Presenter agrees to give out no more than 2% of the house in complimentary tickets without prior written consent from Artist or Agency.

Presenter will not change ticket prices without prior consent of Agency.

Front of House

Unless otherwise indicated on the face of the contract, the performance consists of two (2) acts, each approximately 45 minutes long, with an intermission. For late seating, please consult our stage manager at the end of tech to determine the best policy.

Content Advisory: Please note that the Second City is known for nearly 60 years of political and social satire, some of it relating to issues and situations more appropriate for an audience aged 17 and older. We would recommend that your marketing of this show include a notification along the lines of "may contain Adult or Mature Content," even if you've requested a profanity-free performance.

Audience Advisory: As our show is audience interactive, you may want to include language in your program and/or venue signage 1) to keep the aisles clear for actor traffic, 2) to encourage audience participation when it is requested by the cast, and 3) to ask that audience suggestions be in line with your house rules.

MISCELLANEOUS

Travel: If providing traveling accommodations, contact Company Manager to confirm details.

Percentage dates: If applicable, Presenter agrees to have on hand at the end of engagement ticket manifest, unsold tickets and receipts for expenses for verification by Artist representative. In percentage situations when seating is more than 500 per night or over run of show, Presenter will supply to representative a detailed list of expenses, copies of receipts for expenses, and a copy of the ticket manifest within one week of the completion of engagement.

Merchandise: Our company does not travel with or sell merchandise.

CODE OF CONDUCT

Harassment of any kind, including sexual harassment, is prohibited and will not be tolerated. The Second City will not tolerate harassment of any kind by anyone, including client employees, vendors, co-workers, visitors or guests of the Second City.

TECH

Stage

A stage of at least eighteen feet (18') in width, by sixteen feet (16') in depth by two feet (2') high. Steps/stairs stage right & stage left are required to enter and exit stage from backstage left and right. **Steps/stairs must also be provided from the stage to the house in order to ensure ease of travel for audience members to the stage as needed.**

Piano

A piano, downstage left, tuned to A-440 pitch and miked. If the piano is raised for transport, an adjustable bench should be provided. Piano may be moved slightly during rehearsal. May substitute with an 88-key weighted keyboard with a sustain pedal. (If keyboard, see Note d. under "Sound" below regarding Direct Input.)

Sound

A professional quality sound amplification system that is adequate for a theatrical performance for the size of your space. Sound equipment should be prepared and available before rehearsals commence. We will defer to your sound technician's opinion on which of the amplification options will result in our show best being heard by your audience.

- a. Entire stage should be amplified. We request one of the following:
 - i. Floor microphones that do not impede the audience view. **Microphones on straight stands are not acceptable.** We recommend hypercardioid floor mounted microphones (example: Crown PCC160) OR pressure zone microphones (example: Shure MX393/O Microflex Boundary Microphone). If available, hanging microphones will work well.
 - ii. SIX (6) wireless lavalier body microphones (example: Sennheiser EW112-G@ -or- Shure PGX14/93) OR over-the-ear mics (example: Countryman Isomax E6) to avoid inadequate sound coverage. (Please see note in b. regarding handhelds if this option is used.)
- b. TWO (2) microphones on straight stands placed backstage left and right with enough cable to move the stands downstage center plus an additional six feet. When possible, wireless handheld microphones are preferred (example: Shure SLX24/SM58). **If the cast will be wearing wireless mics, two wireless handhelds will be required for audience participation needs.**
- c. A single microphone to amplify the piano.
- d. ONE (1) Stereo Direct Input-Box (or TWO (2) single-channel DI boxes) by the piano for our mixer to be patched directly into the house system (All of the piano player's equipment and the show's sound cues will run thru our mixer). **NOTE:** An additional DI Input will be required for your keyboard, if being used.
- e. A standard power strip by the piano. (Additionally, a small table is required for the Musical Director's equipment, large enough to fit a laptop & mixer—unless these can be safely placed atop the piano.)

f. A monitor must be provided on stage left and stage right to enable actors to hear each other during the performance. Another monitor must be provided onstage for the Music Director located downstage left and preferably on a separate mix.

g. In the event that the venue does not have an adequate house speaker system that can provide loud and clear amplification, alternate speakers must be provided in order to ensure that the entire audience is capable of hearing the performance well.

Lighting

Unless the Presenter is in an IATSE house, the Artist's Stage Manager will run the light board for the duration of the show. All lighting should be focused as downstage as possible. Six (6) submasters should be programmed exactly as follows and prepared and available before rehearsals commence:

- a. A full neutral, or no color front wash of the entire stage (white or light amber R03 or R33)
- b. A full blue wash of the entire stage - moderate to low density (R81 for example)
- c. A full red wash of the entire stage - moderate to low density (R26 for example)
- d. A stage right area* - neutral or non color
- e. A stage center area* - neutral or non color
- f. A stage left area* - neutral or non color
- g. When available; a stage left, center, and stage right, sharply focused, no color tight front special.

**The areas should be front light - down light may be used to supplement the areas. Down or back light for the no color areas and wash is not acceptable. The instruments used for the three areas can be cross-patched to supplement the full neutral wash, if instrument inventory is low. The system must allow at least the following:*

- a. The ability to illuminate the entire stage
- b. The ability to darken the house (seating area) to full black
- c. The ability to produce slow fades and rapid blackouts

In venues that utilize lighting trees, trusses, or rigging systems; in order to provide adequate coverage these systems must shoot from no more than a 45 degree angle.

Booth: House lights, stage lights, and sound should all be controlled from one location, by Artist Stage Manager on site. If this is not possible adequate personnel and communications must be provided (i.e.: clear-com). This location must have a direct sight line to the stage as well as the ability to hear the sound mix. We require a "god" mic located by the lighting console for our stage manager to communicate with the cast during the technical rehearsal.

Crossover: Actors must be able to quickly cross from stage left to stage right without being seen by the audience. The width of the crossover should be at least five feet (5') and run the length of the stage. Ample running light must be provided through out the backstage crossover, and wing area.

Wing Area: Facilities that do not have a standard theatrical setting are required to provide curtains offstage left and right in order for the actors to enter and exit the stage without being visible to the audience. Wing areas should be large enough for six actors to make costume changes and store props.

Backstage: The backstage area should provide the following: two six foot (6') tables for prop storage (placed in the wings with adequate lighting), one coat rack with hangers, two full length mirrors, (placed backstage right and backstage left) and adequate running lights for the actors to move safely backstage during blackouts. Any obstacles and potential dangers should be removed from the backstage and wing areas prior to our technical rehearsal. Any cable runs should be carpeted over and taped down.

Chairs: Six (6) identical, lightweight chairs without arms in good condition, preferably Bentwood or some other lightweight construction, for use on-stage. Folding chairs are not acceptable. These chairs should be placed onstage at time of set rehearsal.

Presenter agrees to contact Agency regarding any difficulties in meeting contract or rider requirements.

Presenter Brian W. Caputo Date 6/26/18
BRIAN CAPUTO, VP ADMINISTRATION
& CFO



Over the last six decades, The Second City has learned invaluable marketing lessons regarding ways to most effectively promote our performances.

POSTERS, FLYERS & PROGRAMS

The Second City will provide you with assets that you can use to create posters, flyers, advertisements and programs.

- Add show information for your specific venue to customize
- We encourage you to print posters and flyers to provide to your local businesses (coffee shops, bookstores, restaurants, bars, etc.) to post in their lobby or windows
- Second City will also provide you with a template for the program, head shots & bios a month prior to your show (as we may not lock which cast is doing which show until then)
- If you have other shows in your venue, be sure to stuff programs with our materials

PRESS RELEASE

You will be provided with a template for a basic press release which includes a description of the show and a brief summary of The Second City's history. We recommend you distribute the press release twice:

- 4-6 weeks in advance of the performance date
- 1-2 weeks prior to the show

RADIO & PRINT INTERVIEWS

We highly recommend taking advantage of this type of advance publicity and offer the following resources. Call your Second City producer to arrange for these items:

- The Second City cast, directors and producers are always available to do phone interviews as far in advance of the performance date as you wish.
- Radio commercial audio and/or copy
- Official Second City merchandise that can be used for radio giveaways

GET SOCIAL

Start promoting the show on your social media feeds at least one month prior to the performance date. Second City's official social media channels to connect with are:

FACEBOOK: facebook.com/thesecondcity

TWITTER & INSTAGRAM: @TheSecondCity

In addition, sharable digital video content is available here:

- Download the sizzle reel for your show at secondcity.com as part of your media kit
- Use any of our "behind-the-scenes" cast interviews!
- Check out hundreds of videos from our original and archival library at <https://www.secondcity.com/network/>
- Please note, the YouTube videos may contain content that can only be used on your company's website, Facebook & Twitter pages. They cannot be used for paid commercial advertising. See below for access to ready-for-TV assets.
- Advertising on Facebook has proven to be an effective tool for our shows. Using our assets, you can build and post an ad easily tailored to your budget.
- If you have additional social media needs, email your requests to touringcompany@secondcity.com and we can connect you with our social media team.

TV & RADIO COMMERCIALS

If you'd like to run commercials on local cable or network television or on local radio stations, The Second City can provide you with 15 & 30-second taggable TV & Radio spots, accessible in the marketing kit for each show, as well as generic Second City spots. Your team is welcome to record your own audio as well, just email us for copy approval before you record!

SECOND CITY PHOTOS

The Second City has one of the most impressive photographic libraries around. Local newspapers are usually very interested in running pictures of the current company as well as some of our more famous alumni. The Second City can provide you with photos upon request, just let us know if you have a favorite alumnus or type of photo when you reach out.

GROUP SALES

Contact groups that might be interested in buying a block of tickets:

- Student associations and clubs
- Social clubs
- Alumni associations
- Corporate groups, etc.

Note that discounted ticket offers can also aid sales.

SECOND CITY QUOTES

"Second City does the comedy of shared experience more quirkily and savvier than most."

—CHICAGO TRIBUNE

"A temple of Satire..."

—TIME MAGAZINE

"The entire recent tradition of American satire can be summed up in three words: The Second City."

—NEW YORK TIMES

"The troupe that gave us SCTV and inspired Saturday Night Live and Whose Line is it Anyway?!"

—CHICAGO TRIBUNE

"Legendary"

—THE NEW YORK TIMES

AND FROM THE AUDIENCES OF THE BEST OF THE SECOND CITY IN CHICAGO:

"I've never laughed so much in one evening. It was definitely the highlight of my first trip to Chicago!"

"I couldn't stop laughing (not that I wanted to)."

"I haven't laughed this much in the last few months, I needed it."

"So funny, I was crying from laughing! The Best of Second City cast was utterly hilarious."

"I knew that The Second City experience would be excellent before I went to the show. I brought friends who usually don't see shows – all of us were laughing so hard we were falling out of our seats."

Feel free to contact your Second City producer with any questions, or for additional materials, ideas or support to make your event a sold-out success!

SAMPLE MARKETING PLAN

FOR THE SECOND CITY TOURING COMPANY

6 WEEKS IN ADVANCE OF SHOW DATE

- Send out your press release!
- Pitch local radio stations for interviews. Phoners can be done as far in advance as necessary. We can also provide you with merchandise that stations can use as giveaways for radio contests to promote the show.
- Pitch local feature writers. Our cast, directors and producers are available for phone interviews whenever you need them. Just contact your Second City producer to coordinate. When appropriate, we can let you know if a notable Second City alumni lived in your area or attended a college in the area. This is sometimes a great hook to get writers interested: "You know, Tina Fey graduated from the University of Virginia. She toured with Second City in the '90s. The touring company is where everyone gets their start..."
- Contact groups that might be interested in attending the show. We have great luck with student associations, alumni groups, social organizations and corporate groups. It's also a great way to celebrate birthdays, anniversaries, a girls' night out, etc.
- Don't forget about your local college or university! If you haven't booked a Second City improv workshop, consider checking them out, as it's a great way to build an audience, and the participants might just end up performing with the cast someday--or even in the improvised third act!

4 WEEKS IN ADVANCE OF SHOW DATE

- Begin running weekly ads according to your typical marketing plan.
- Hang show posters at businesses in your neighborhood and two other popular zip codes in your database to promote the show.
- Begin posting Second City video links to your website, and social media accounts from www.secondcity.com/network. Create a Facebook event!
- Include show information in your weekly email list

2 WEEKS IN ADVANCE OF SHOW DATE

- Post an album of Second City alumni photos on your Facebook page
- Begin playing The Second City's Trivia Slideshow in your lobby during your current show and before the show begins in the theater to promote the performance
- Increase your ad size in the local mainstream and alternative newspapers
- Advertise on your local cable station during appropriate programming
- Begin radio contests with ticket and merchandise giveaways
- Send reminder to your weekly email list

1 WEEK IN ADVANCE OF SHOW DATE

- Send press release to assignment desks for local TV news stations
- Engage Second City's social media account (and we'll reply!)

Twitter: @TheSecondCity

Facebook: facebook.com/TheSecondCity

Instagram: @TheSecondCityComedy



1616 North Wells Street
Chicago, IL 60614
(t) 312 664 4032
(f) 312 664 9837
www.secondcity.com

Primary Contact

Creative & Content Questions

Workshops & Outreach

Technical & Production Logistics

Joseph Ruffner, Producer

jruffner@secondcity.com

312.799.2682

Scheduling a Talent Interview

Approval of Travel, Hotel & Hospitality

Promotional & Program Material Requests

Email touringcompany@secondcity.com

Exclusive Agency

ECE Touring, a division of East Coast Entertainment

Kris Kaminski, Managing Partner

kkaminski@ecetouring.com

800.277.6874

804.353.3407 FAX

The Second City

PERFORMANCE INFORMATION SHEET

Please complete and return with the signed contract

CLIENT INFORMATION

Company MCANINCH ARTS CENTER, COLLEGE OF DUQUOIS Contact DIANA MARTINEZ
Address 425 FAWELL BLVD Phone 630-942-3007
City/State/Zip GLEN ELLYN, IL 60137 Email martinezd59@cod.edu

VENUE INFORMATION (Note: It is the Presenter's responsibility to provide the Technical Requirements outlined in our Contract Rider. Please give a copy of this rider to your Audio/Visual contact as soon as possible (ESPECIALLY FOR HOTELS) to ensure you get a timely estimate and are not surprised by hidden costs.)

Venue Name MCANINCH ARTS CENTER, BELUSHI PERFORMANCE HALL A/V Contact JOE HOPPER
Address 425 FAWELL BLVD Direct Phone 630-942-2913
City/State/Zip GLEN ELLYN, IL Email hopper@cod.edu
Website (to be linked at www.secondcity.com) attheMAC.org

IF WEB-BASED MAPS OR GPS ARE UNRELIABLE IN YOUR AREA, PLEASE PROVIDE DIRECTIONS TO THE VENUE FROM MAJOR HIGHWAYS AND ENCLOSE A MAP OF THE AREA:

PERFORMANCE INFORMATION:

Day of Show Contact JOE HOPPER Direct / Cell 630-942-2913
Date(s) of Performance(s) 12/08/18
Show Time(s) 6p & 9p

Time of set-up _____ Doors Open at _____
(We need exclusive access to the venue for a length of up to 2 hours immediately preceding the time doors are opened for seating. This time period is for a technical check and rehearsal, during which we will need access to the appropriate technical personnel.)

Please provide an Itinerary of events for the evening:

General make-up and mindset of the audience:

SEASON TICKET & SINGLE TICKET BUYERS

AVG AGE = 45-60

MAJORITY FROM WESTERN SUBURBS

WHEATON, GLEN ELLEN, NAPERVILLE

FOR PERFORMANCES OUTSIDE THE CHICAGO LAND AREA:

If lodging is a required part of the Contract, please list:

1. The name, address, phone number and contact for the hotel.
2. Confirmation numbers.
3. Directions from major highways & a map.

Is there anything else we should know?

The Second City

The Second City Touring Company

1616 N. Wells Street

Chicago, IL 60614

If you have any problems or questions, please call Producer Joe Ruffner:

312.664.4032 or email: jruffner@secondcity.com

Form **W-9**

(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this form; do not leave this line blank. THE SECOND CITY, INC. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification. Check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (e.g., C corporation, S-S corporation, P-partnership) > _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) > _____ | |
| 4 Exemptions (check only if to certain entities; not individuals; see instructions on page 3). Example: payee code (if any) _____ Example: from FATCA reporting code (if any) _____ (Available to accounts maintained outside the U.S.) | |
| 5 Address (number, street, and apt. or suite no.) 1616 N WELLS ST | Requester's name and address (optional) |
| 6 City, state, and ZIP code CHICAGO IL 60614 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 (or guidelines on whose number to enter).

| | |
|------------------------|---|
| Social security number | |
| 3 | 6 |
| - | |
| 3 | 3 |
| - | |
| 5 | 2 |
| 0 | |
| 6 | |
| 9 | |

OR

| | |
|--------------------------------|---|
| Employer identification number | |
| 3 | 6 |
| - | |
| 3 | 3 |
| - | |
| 5 | 2 |
| 0 | |
| 6 | |
| 9 | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|-----------|----------------------------|-----------------------|
| Sign Here | Signature of U.S. person > | Date > 8/27/14 |
|-----------|----------------------------|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments, information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividend, including those from stocks or mutual funds)
- Form 1099-INT (interest earned or paid)
- Form 1099-NEC (wages, salaries, tips, etc.)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-S (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-B (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (mortgage interest, 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (cancelled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What to backup withholding? on page 2.

By signing this back-out form, you:

- Certify that the TIN you are giving is correct for you are waiting for a number to be issued.
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your taxable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

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

This Rider, dated Friday, June 1, 2018, is hereby made a part of the attached contract/agreement between College of DuPage, McAninch Arts Center (herein known as PURCHASER) and The Second City Touring Company. (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 (see attached "Contractor's Liability Insurance Addendum" for more details).
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 109 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. The PURCHASER shall receive 20% of the gross of all souvenir sales as a concession fee, payable in cash, upon the completion of sales. If PURCHASER provides seller, the concession fee shall be 30% of the gross sales. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.
- 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, 60 days (3 months) prior to and after performance.~~

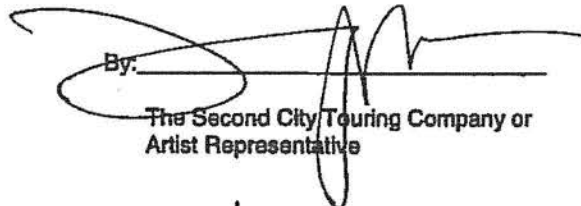
**COLLEGE OF DuPAGE
McAninch Arts Center**

ARTIST / ARTIST'S REPRESENTATIVE

By: 

Diana Martinez
Director, McAninch Arts Center

Date: June 15, 2018

By: 

The Second City Touring Company or
Artist Representative

Date: 7/6/18

By: 
Brian Caputo, VP Administration CFO
College of DuPage

Date: 6/26/18

**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, murro@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 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2018

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

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

| | | | |
|--|--|--|--|
| PRODUCER ALPER SERVICES LLC 410 North Michigan Avenue 12th Floor Chicago IL 60611 | | CONTACT NAME: Tim Schwartz PHONE (A/C, No, Ext): (312) 642-1000 E-MAIL ADDRESS: tschwartz@alperservices.com FAX (A/C, No): (312) 944-7000 | |
| INSURED The Second City, Inc. 1616 North Wells Street Chicago IL 60614 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Comp. NAIC #: 19882 INSURER B: Liberty Insurance Corporation 42404 INSURER C: Trumbull Insurance Company 27120 INSURER D: Lloyds of London INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: GL Auto Umb WC Liq Lia

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 83 UUN LN4159 | 07/01/2018 | 07/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | TH7-641-444797-018 | 07/01/2018 | 07/01/2019 | EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N | | N/A | 83WECE3950 | 07/01/2018 | 07/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Liquor Liability | | | LIQ217638 04 | 07/01/2018 | 07/01/2019 | Combined Single Limit: \$1,000,000 |


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re 12/8/2018 Performance
"All Operations of the Insured"

Requestor: Joseph Ruffner

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| McAninch Arts Center at College of DuPage 425 Fawell Blvd Glen Ellyn IL 60137-6599 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

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