

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1556581
Vendor Name: Pomegranate Arts, Inc.
Invoice Number: B359583
Invoice Date: 08/07/18
PO Number: B0359583
Check Number: E0068753
Check Amount: \$ 5,500.00
Check Date: 08/15/2018
Department ID: 11601
Reviewer Name:
Voucher Number: V0522798
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

From: junokasm@cod.edu
Sent: Tue Aug 07 09:55:19 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 17:31

E-MAILED AUG 07 2018

Payment Date 8/17/2018

Blanket Order # 359583

Line # Line 1 ONLY

Payment Amount \$ 5,500.00

Vendor # 1556581

Vendor Name Pomegranate Arts, Inc

Documents Attached Contract

Account # 05-60-11601-5309001

MAC Code (for MAC use only) 60 Artist Fee TR19_BASSEM

DESCRIPTION Deposit Payment

AP VERIFIED
08/09/18 - MARIA ZERRUDO

Authorized Signature



Date

8/16/18

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

Need by:

8/17/18

Thank you!

AGREEMENT made as of June 12, 2018 by and between POMEGRANATE ARTS, INC., 1140 Broadway, Suite 305, New York, New York 10001 (hereinafter called the "Company"), representing BASSEM YOUSSEF (hereinafter called the "Artist"), and McANINCH ARTS CENTER AT COLLEGE OF DUPAGE, 425 Fawell Blvd, Glen Ellyn, IL 60137 (hereinafter called the "Presenter").

1. **ENGAGEMENT.** The Company agrees to provide the following:

ONE (1) performance of AN EVENING WITH BASSEM YOUSSEF (90-minute runtime) at the BELUSHI PERFORMANCE HALL (820-seat capacity) on FRIDAY, OCTOBER 19, 2018 at 7:30PM.

2. **PAYMENT.** The total payment for the engagement shall be ELEVEN THOUSAND DOLLARS (\$11,000.00) net of tax. (Fee includes \$1,000.00 travel buyout.)

- a. Payments are to be received according to the following schedule:



ASAP, per budget cycle by Sept. 15, 2018.
~~Due upon signing but no later than Thursday, July 19, 2018~~

Friday, October 19, 2018

\$5,500.00

\$5,500.00

- b. Payments shall be made payable to POMEGRANATE ARTS, INC. and received by ~~bank wire transfer~~ to the following account:

Bank Name: Citibank, N.A.
Bank Address: 79 Fifth Avenue, New York, NY 10011
Account Name: Pomegranate Arts, Inc.
Account #: 95625838
ABA Routing#: 021000089

*COLLEGE CHECK
OR ACH PAYMENT,
see MAC RIDER*

#5




Federal Tax ID# 13-4025708

- c. Timely payment of all sums is of the essence of this Agreement.
- d. No deductions shall be made from the payments to the Company for any reasons of taxation, assessments or expenses of any kind incurred by the Presenter before, during or after the engagement by the Artist.
3. **HOUSING AND TRANSPORTATION.**
- a. Housing within the Presenter's city shall be the exclusive responsibility of the PRESENTER. Presenter shall provide hotel accommodations at the HILTON Lisle for up to TWO (2) PEOPLE: ONE (1) SUITE and ONE (1) SINGLE ROOM for up to TWO NIGHTS from THURSDAY, OCTOBER 18, 2018 (check-in) to SATURDAY, OCTOBER 20, 2018 (check out) pending final travel schedules. Company hotel accommodations shall include early check-in guaranteed, and complimentary high-speed wireless internet in each room.
- b. Transportation to and from the Presenter's city shall be the exclusive responsibility of the COMPANY. (Fee includes \$1,000.00 travel buyout.) Private, local transportation for the Artist, his personal staff and show gear between airport, hotel and event sites shall be the exclusive responsibility of the PRESENTER.
4. **FOR THE ENGAGEMENT.** The Presenter shall, at its own expense, furnish in connection with the each performance hereunder:

- a. Use of Theater: Exclusive use of the BELUSHI PERFORMANCE HALL (the "Theater"), well heated or air-conditioned (as the Company determines to be appropriate), ventilated, lighted, cleaned, secure, staffed (including, without limitation, box office, house staff, security and janitorial personnel) and otherwise in good order, with the equipment therein contained. Without limitation of the foregoing, the Presenter shall comply with the schedule set forth in "Exhibit A" hereto, which exhibit is hereby incorporated into and made a part of this Agreement as though fully set forth herein.
 - b. Technical Requirements: The technical requirements which are set forth in "Exhibit A" hereto, which exhibit is hereby incorporated into and made a part of this Agreement as though fully set forth herein. Without limitation of the foregoing, the technical requirements shall also include adequate electrical power supply.
 - c. Complimentary Tickets: **FIVE PAIR (TOTAL: 10)** complimentary tickets to the Company for each performance hereunder. An additional **TEN PAIR (TOTAL: 20)** quality VIP house seats for each performance shall be made available to the Company for purchase held until 48 hours prior to each performance, unless by a mutually agreed upon release schedule. It is understood that tickets for purchase are not subject to dynamic pricing structures. Presenter shall provide ticket pricing to the Company prior to on-sale dates. Additionally, the Presenter shall provide the Company with up to **ONE (1) COMPLIMENTARY PRODUCTION SEAT** reserved for the creative team and/or essential production staff when traveling with the Artist. Company complimentary tickets and VIP house seats shall be reserved in seating locations as by mutual agreement. The Company requests a seat map of the venue prior to confirming seat locations.
5. **COSTS TO PRESENT ENGAGEMENT**. The Presenter shall bear all costs as may be required by the Company to properly present the engagement of including, without limitation, spotting of lines, the local costs of any necessary advance trips, and all other preparation of the stage, fly system, sound system, electrical system, auditorium and dressing rooms.
 7. **FRONT-OF-HOUSE**. The Presenter shall furnish and bear all costs of all salaries, payroll taxes and processing, and union fringe benefits for the Theater's general and administrative staff, ushers, ticket takers, house manager(s) and assistant(s), all other house staff, stage doormen, security officer(s), switchboard operator(s), the Theater's technical director(s), building engineer(s), and house electrician(s).
 8. **OPERATING COSTS**. The Presenter shall furnish and bear all costs of salaries, payroll taxes and processing, union fringe benefits for all bookkeeping staff, housekeeping staff, police security and traffic control, the Theaters' general and administrative costs, utilities and energy (including, without limitation, house lights and fixtures), infrared listening devices or any expenses incurred in complying with ADA requirements, union dues and fees, medical paramedic costs, cleaning and supplies, customary and required maintenance and repairs and any and all other costs of operating the Theater and any and all other locally-incurred expenses related to the engagement.
 9. **TICKET SALES COSTS**. The Presenter shall bear all costs of box office expenses including, but not limited to, supplies and tickets, ticket printing, as well as salaries, payroll taxes and processing, union fringe benefits for all sales personnel, including box office, subscription, group sales, direct mail, outlets, and remotes for advance sales, preliminary box office and run-of-show.
 10. **PUBLICITY**.
 - a. The Presenter shall distribute posters, programs, and all other advertising and promotional material from copy described in "Exhibit B" hereto, which exhibit is hereby incorporated into and made a part of this Agreement as though fully set forth herein. The Company shall

~~and made a part of this Agreement as though fully set forth herein. The Company shall~~ provide the Presenter with photographs and program copy to be included in the foregoing materials. All other publicity materials shall be the exclusive responsibility of the Presenter. The Presenter shall publicize and promote the engagement in all appropriate media. Any and all listings of the Company's engagement hereunder which appear in paid advertising, houseboards, flyers, posters, press releases, brochures etc. shall comply in all respects with "Exhibit B" and shall be subject to the Company's written approval. Presenter must submit any and all promotional material which includes name of the Artist at least three (3) business days prior to print deadlines.

- b. All publicity activities involving the Artist scheduled before or during the engagement will require the approval of the Company upon not less than twenty-four (24)-hours' advance notice. The foregoing activities include, without limitation, interviews or other media contacts or opportunities, photographing or taping sessions of rehearsals, and any other activities designed to promote ticket sales to engagement events.
 - c. As appropriate, the Presenter may make available to each member of the audience of each performance described hereunder, a fully printed program which fully complies with "Exhibit B."
11. **CONCESSIONS.** The Company shall at all times have the sole and exclusive right to sell or give away souvenir programs, books, magazines, librettos, periodicals, record albums and tapes, clothing and similar merchandise relating or pertaining to the engagement and/or the Artist, and to control programs and to supervise radio and/or television broadcasting or recording and transcription rights and equipment, and other such privileges, and such sales or giveaways shall be permitted prior to and after each of the performances and during each intermission. Presenter agrees that no other concession arrangement can be made with any party other than the Company for sales or distribution of any item (other than food or beverage) without prior written consent of the Company. It is agreed that any concessions agreement between the Company and Presenter and/or Theater will be negotiated in good faith (including utilizing local sales staff), but at no time will Presenter and/or Theater receive more than Twenty Percent (20%) commission from any on-site concession sales. *MERCH TO BE SPLIT 80/20 (COMPANY/PRESENTER), per offer* 
12. **REPRESENTATIONS AND WARRANTIES.** The Presenter represents and warrants:
- a. that the stage area of the Theater will, by the time of the Artist's arrival, be clean and clear of any hazard or obstruction to the Artist's load-in, set-up, rehearsal, performance and load-out. Any and all expenses involved in the preparation of the above shall be borne solely by the Presenter;
 - b. that the Company will be advised of prevailing union regulations governing stage and house for all facilities in which services are to be rendered during the engagement. Any overtime costs for labor - whether for the Company's personnel or for technical or other personnel engaged by the Presenter - will be the responsibility of and will be paid by the Presenter. The Presenter also agrees to obtain and pay for any and all local work permits, union fees, "amusement" and other taxes, and other local charges and licenses that may be required for the Company to carry out the engagement activities contemplated by this Agreement;
 - c. that the Company's needs will be adequately and fully communicated to each and every responsible member of the Presenter's staff;

- d. i. that it maintains all insurance and other coverage required by federal, state and local governments, as well as Commercial General Liability insurance covering its premises and operations, including the performances in this engagement, with a combined single limit of \$1,000,000, for each occurrence and \$2,000,000, in the aggregate, supplemented by a Commercial Umbrella Liability Policy with a limit of no less than \$10,000,000. The Presenter and the Company agree that each party hereby waives all rights of recovery, claims, and causes of action against the other parties, their agents, officers, shareholders, or employees, for any loss or damage that may occur to any of its real and /or personal property. Each party further covenants that its insurers shall not hold any right of subrogation against the other parties hereto. All insurance shall be written by companies licensed to do business in that State wherein the Presenter's operations take place. The Company shall be named as Additional Insured covered under Presenter's Liability Policies and a certificate of insurance evidencing all the coverage shall be furnished to the Company one week prior to the first performance of this engagement. *add 4m't insured ARTIST/COMPANY SHALL PROVIDE CERTIFICATE OF INSURANCE, see MAC Rider #8*
- ii. The Presenter further agrees to hold harmless, indemnify, and defend the Artist and the Company and their respective agents, employees, and attorneys from and against all liability claims for bodily injury or property damage in connection with or relating to any actions claims or demands by third parties, in tort, arising out of the Presenter's operations. For the avoidance of doubt, any actions, claims, or demands brought by Presenter's employees, contractors, and said contractors' employees shall be deemed to have arisen out of the Presenter's operations.
- iii. The Presenter accepts full responsibility for the content of the engagement and will indemnify the Artist and the Company for any actions against them arising out of the performance.
- e. that it has the full power and authority to enter into this Agreement and to fully perform in accordance with the terms hereof;
- f. that the Artist shall have exclusive use of and right to perform in the Theater during the engagement unless notified in advance at the time of booking and subject the Artist's approval.
- g. that it has obtained legal permission to use the Theater on the date of each performance and has obtained liability insurance from an approved company to cover said performance; that fulfillment of its obligations hereunder will not violate any applicable law, statute, regulation or ordinance, or any applicable regulations or requirement of any union having jurisdiction;
- h. that it has obtained approval and cooperation of all unions having jurisdiction over the facility where the performance will take place, with respect to all services, equipment, and materials to be supplied by the Company, the Artist, and/or the Presenter;
- i. that it will not discriminate, in compensation, performance, engagement, or in its general relationship with the Artist or the Company because of race, color, or creed. The Presenter agrees that the Artist shall not be required to appear in any theater or place of performance where discrimination is practiced against any patron as to admissions or seating arrangements; and
- j. that the Company will be notified of any changes in the facilities originally described and/or any unforeseen technical difficulties in presenting the engagement.

College 2.5
DM

13. **FAILURES OF THE PRESENTER.** If the Presenter fails for any reason whatsoever (except as described in Paragraph 14 hereof) to comply with any representation, warranty, covenant or obligation herein contained, including, without limitation, the failure of the Presenter to adhere to the payment schedule described in Paragraph 2 hereof, or if the Artist deems the venue unsecure/unsafe and puts him at undo risk, the Artist shall have the right, at his sole option, to refuse to perform and/or to suspend performance hereunder, free of any claim by, or obligation to, the Presenter, and without prejudice to any monies paid or payable pursuant to the terms hereof.
14. **FORCE MAJEURE.** If the performance of any of the covenants or obligations of either party contained in this Agreement shall be prevented by Act of God, death, physical disability, civil tumult, war or epidemic, interruption or delay of transportation service or any cause beyond their or its reasonable control, including the inability of the Artist to obtain proper work visas for the tour, either party may cancel the balance of the engagement upon written notice to the other party.
15. **RIGHT TO RESCHEDULE.** The Artist reserves the right to reschedule the engagement without liability up to eight (8) weeks prior to the date of engagement. The Artist agrees to reschedule the performance at the earliest possible date, which is convenient to all parties and under the terms of this contract. In the event that a mutually agreeable date for the rescheduled engagement cannot be found within twelve (12) months following the initially scheduled engagement or within the Presenter's current performance season, neither party will have any claim for costs or damages hereunder and the Artist shall return any deposits made by the Presenter.
16. **BANKRUPTCY OR INSOLVENCY.** In the event the Presenter shall (a) file a petition in voluntary bankruptcy or requests reorganization under any bankruptcy, reorganization or insolvency law, or consents to the filing of any such petition, (b) make an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due, (c) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its properties, (d) have a petition for involuntary bankruptcy, reorganization, or appointment of a receiver, trustee or liquidator filed against it and such petition shall remain in effect for more than thirty (30) days, (e) be adjudicated bankrupt or insolvent or (f) have all or a substantial part of its property sequestered by court order and such order shall remain in effect for more than thirty (30) days, none of such occurrences shall affect the right of the Company to refuse to perform or suspend performance hereunder or to be paid the monies herein provided to be paid to it.
17. **CONTROL OVER ENGAGEMENT/NO PARTNERSHIP.**
 - a. The Company shall have sole and exclusive control over the production, presentation and performance of the engagement hereunder including, without limitation, the details, means and methods of the performance of said engagement and the performances of each participant therein, and the persons to be employed by the Company in performing the provisions of this engagement.
 - b. It is agreed that the Company is entering into this Agreement as an independent contractor and not as an employee, and that the Company shall have exclusive control over the means and methods employed in fulfilling its obligations hereunder in all respects and in all details. This Agreement shall not be construed so as to create a partnership, or any other kind of joint undertaking or venture between the parties hereto.
18. **NO RECORDINGS, ETC.** The Presenter agrees that no performance is to be recorded, broadcast, televised, filmed, videotaped, or photographed, or extended in any way beyond the Theater without the prior express written permission of the Company.

Archival photography of the performance may be acceptable with advance request and with limited non-commercial promotional use. The Company requests usage of selected High Resolution images for mutual archival and non-commercial promotional use. Photographer will be credited and maintain copyright.

The Company requests permission to make an archival video recording of performance with audio taken via feed from the soundboard. The recording may be used for archival and limited promotional use only.

19. **NOTICES.** All notices or other communications required or permitted to be given by either party under this Agreement must be in writing and either delivered personally, transmitted by certified or registered mail (return receipt requested), or transmitted by telegram or telex to the other party at its address stated in the first paragraph hereof or at such other address as may be specified by that party by prior notice.
20. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties hereto, and may not be waived or modified, nor shall any assignment be valid except in writing signed by both parties. Such assignment shall include but not be limited to the transfer to a third party of any obligations herein contained, and in the event of such transfer, the Presenter's obligations to the Company as contained in the Agreement shall not be modified or relieved. Any assignment contrary to the provisions of this paragraph shall be null and void.
21. **NO WAIVER.** No waiver of any breach hereof shall be deemed a waiver of any subsequent breach hereof.
22. **DRAFTING HISTORY.** In resolving any dispute or construing any provisions hereof there shall be no presumptions made or inferences drawn because the attorneys for one of the parties drafted this Agreement or because of the drafting history of this Agreement.
23. **HEADINGS.** Headings are used for convenience only and shall not be referred to in the interpretation of this Agreement.
24. **GOVERNING LAW.** This Agreement is being made under and shall be governed by the laws of the State of ~~New York~~ ^{ILLINOIS} applicable to contracts made and wholly to be performed within ~~New York~~ ^{ILLINOIS}. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in ~~New York City~~ ^{THE STATE OF ILLINOIS} administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In any such arbitration, the arbitrator is hereby authorized to award to the prevailing party its costs, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date designated below.

see MAC RIDER #11



POMEGRANATE ARTS, INC./McANINCH ARTS CENTER AT COLLEGE OF DUPAGE
BASSEM YOUSSEF

Page 7

POMEGRANATE ARTS, INC.

By:  Date: 8/1/18
Name: Linda Brumbach
Title: President

McANINCH ARTS CENTER AT COLLEGE OF DUPAGE

By:  Date: 7/25/18
Name: Diana L. Martinez
Title: Director

SIGNATORY: BRIAN CAPUTO
TITLE: VP ADMINISTRATION & CFO

Complete TECHNICAL REQUIREMENTS are attached separately as EXHIBIT A and are incorporated into this agreement. Technical specifications are subject to change by mutual consent.

EXHIBIT B: BILLING AND PROGRAM COPY REQUIREMENTS

PLEASE NOTE THAT ALL WRITTEN MATERIAL DISTRIBUTED TO PRESS OR PUBLIC MUST BE SUBMITTED FOR APPROVAL BY POMEGRANATE ARTS, INC. THREE (3) BUSINESS DAYS PRIOR TO PRINT DEADLINES.

(For season brochure, press releases, advertisements, postcards, flyers and posters)

75% PRESENTER

25% presents

100% BASSEM YOUSSEF

25% U.S. Tour Representation
Pomegranate Arts, Inc.

Programs should also include the following in the body of the program:

For Booking and Tour Information:

POMEGRANATE ARTS, INC.

1140 Broadway, Suite 305, New York, NY 10001

Tel: (212) 228-2221 Fax: (212) 475-0004 Email: info@pomarts.com Web: www.pomegranatearts.com

Contact: Linda Brumbach or Alisa E. Regas

Detailed program copy will be provided by Pomegranate Arts, Inc. in accordance with Presenter's print deadlines. All program material is subject to Pomegranate Arts, Inc.'s approval. Presenter shall submit final program copy to Pomegranate Arts, Inc. at least three (3) business days prior to print deadlines.

BILLING AND CREDITS ARE SUBJECT TO CHANGE

EXHIBIT A

TECHNICAL REQUIREMENTS DR. BASSEM YOUSSEF

as of Nov 8, 2016

The presentation duration is approximately 75 minutes plus a twenty to thirty minute (20-30min) Question and Answer period. This may vary slightly based on changing current events and presentation content.

PERFORMANCE AREA and GENERAL PERFORMANCE Notes

The Presenter will provide a raised stage or platform area that also provides airspace for a projection screen as large as possible, appropriate to the venue and audience size and sight lines (see suggestions in Projection & Screen section below). The performance area should have secure separation from the audience area or usher/security staff that will prevent audience members from entering the performance area. Dr. Youssef will both use a Presenter provided full size lectern to the side of the screen area and 'wander' the area in front of the screen, so the bottom of the screen frame should be above his head for the sightlines of the majority of the audience. In general, the area outside the performance area should be dark and masked in black, but the performance can take place on concert platforms and/or against cycloramas.

LIGHTING

The Presenter will provide all lighting instrumentation and related support equipment necessary to provide the following lighting elements:

- Multiple shutterable instruments to light the lectern (full lectern/area and above lectern desk highlight for shoulders and head) with same color filter choice as the stage wash listed below.
- An even wash of the performance area downstage of the screen and surrounding the lectern area with care to keep direct or heavy ambient lighting off the screen itself colored with 1/4 or 1/2 CT correction filters such as Lee 203 or Lee 202.
- If performance is against a cyclorama or back drop, cyclorama lighting in multiple colors (RGB color choices are preferred but 'rep' coloring schemes are fine. If against black backdrop (preferred for stronger video presentation when possible) please vertically 'upwash' the drop with PAR floor units or similar in medium blues and reds with some separation between units.

HD PROJECTION & SCREEN

The Presenter will provide a complete 'turn key' HD projection system and screen. Aspect ratio of the screen should be 16:9 although some other ratios of image may be intermixed in the presentation (more information on this element will be provided prior to the engagement.)

Presenter will provide a late model Powerbook or similar Mac computer running a recent version of Keynote for the presentation file that will be provided by Dr. Youssef.

The system provided should include a wireless advancing remote. He will also have the presentation on his own laptop on stage, a small high table will be needed for this.

Dr. Youssef's laptop employs a USB-C type connector, which in some cases may be able to provide direct feed for the video system but is incompatible in some cases so an independent system should be provided as noted above.

The HD projector should be powerful enough to brightly illuminate the entire screen area, as video imagery is a strong element of the presentation. It is highly recommended that a powerful projector or combination of converged projectors be employed. In no case should the projector be less than 10,000 lumens maximum capability.

AUDIO REQUIREMENTS

The Presenter will provide a professional and complete P.A. system appropriate to the venue and audience area, clean of noise and hum and pre-checked prior to Dr. Youssef's arrival.

The Presenter will provide a head mounted wireless microphone system (preferred) or wireless lavalier microphone system and receiver connection system to the P.A. system. A second back-up mic system is highly recommended as well as a hand held wireless microphone option. Presenter will provide all other microphones needed by hosts or introducers as necessary, as well as microphones for the Q & A session placed in the audience, appropriate to the venue layout.

A connection from the computer playback system to the audio system will be required.

Presenter will also provide an intercom system as necessary for performance operation and easy communication between stage, sound, lighting, and video operators, as well as front-of-house.

FOLDBACK

The Presenter will provide video and audio foldback for the performance area.

Two (2) 'confidence' video monitors, 32" or larger, placed at the downstage edge of the performance area (one easily visible from lectern) will be provided, with slack cable for repositioning if necessary mirroring the screen image.

Stage audio monitors must also be provided to ensure solid even distribution of sound foldback to the stage and lectern area as appropriate for the venue/performance area size (generally just a bit outside the distance from lectern to opposite side of screen. Microphones will need to be tuned to prevent feedback as necessary.

HOSPITALITY AND DRESSING ROOM

The Presenter will provide a private dressing area and sitting space (separate when possible) with access to a private restroom that is not used by audience. A steamer, iron, and ironing board will be needed as well as a wardrobe person for a short preparation of Dr. Youssef's clothes for the engagement. Dr. Youssef follows a vegan diet—assorted fresh fruit, fresh vegetables, whole grain crackers with spreads, mixed nuts, water, fresh unsweetened juices, coffee and tea service, along with appropriate utensils, should be provided in the dressing or green room area. Room temperature still water should also be provided at the lectern.

SECURITY

From the time of load-in through the time of load-out, the Presenter shall provide a secured area for Dr. Youssef's belongings and equipment while it is in the venue, as well as securing privacy for Dr. Youssef when he is backstage.

Presenter should at their first opportunity discuss event security needs with Pomegranate Arts. These needs may vary from location to location and may consist of reasonable minimal additional personnel provided by the Presenter in certain venue situations and possibly during public interactions such as Meet & Greets or open receptions.

Pomegranate Arts, Inc. strongly encourages all presenters to engage a fluent Arabic speaker to work with your house staff whenever artist appears in public.

PROVISIONAL WORK PERFORMANCE SCHEDULE

General Schedule (to be adjusted by mutual consent)

All staging, audio, lighting, masking, and projection equipment must be in place and in working order **prior** to the arrival of Dr. Youssef. The performance area should be cleaned and cleared of unnecessary equipment and debris prior to arrival.

Day of Show -

Sample timing, adjust backwards for earlier start times

Prior to Arrival

Build/hang screen and load in projection system
Hang, check, and focus lighting
Prepare P.A. system and audio elements
Focus projector and test media feed and confidence monitors

Sound & Video Check

Time can be flexible to work with Venue preparation schedule and labor rules. Generally Dr. Youssef will need about a half hour after system hook-up to check through his presentation. Check can also be scheduled prior to any planned dinner or other engagements.

6:30p

Sound/Video/Lighting check

7:30p

House Open

8:00p

Presentation Start (~ 75mins)

9:15p

Question and Answer period (20 to 30 mins)

For multiple engagements, please plan on a brief recheck prior to opening house for each performance.

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

This Rider, dated **Tuesday, June 26, 2018**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Bassem Youssef** (herein known as ARTIST).

Relationship / Provisions

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

Payment

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

Insurance / Indemnity / Cancellation / Force Majeure

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with **Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page**. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. The PURCHASER shall not be responsible for any items heretofore mentioned when prevented from doing so due to sickness, riots, strikes, epidemics, Acts of God, or any other legitimate conditions beyond the control of the PURCHASER. If such acts or conditions occur, the PURCHASER is not liable for any direct or consequential damages that the ARTIST, his/her group or Representative might suffer. ARTIST and ARTIST'S representative will make every attempt to reschedule any cancelled date.
10. If for any reason, except due to an Act of God, this contract is cancelled by the ARTIST beyond the cancellation clause contained herein, then the ARTIST agrees to refund any and all deposits less purchased plane tickets. The ARTIST will make every effort to reschedule the engagement at original agreed terms and fees.

Choice of Law and Forum

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

Tech / Hospitality Rider

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

Ticketing

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

License / Permits

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

Tobacco / Alcohol / Drug Clause

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

Sponsorship

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

Merchandising / Concessions

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. The PURCHASER shall receive 20% of the gross of all souvenir sales as a concession fee, payable in cash, upon the completion of sales. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.
- 26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

Marketing / Public Relations / Programs

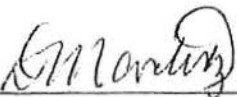
27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to
- a. High resolution (300 dpi or higher) electronic photos
 - b. Press kit including bio, reviews, photos
 - c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.
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: 

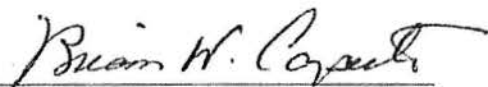
Diana Martinez
Director, McAninch Arts Center

Date: 7/18/19

By: 

Bassem Youssef or
Artist Representative

Date: 8/1/18

By: 

Brian Caputo, VP Administration CFO
College of DuPage

Date: 7/25/18

**McAninch Arts Center
Contact Information**

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

