

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1087255

Vendor Name: Theatreworks USA

Invoice Number: 11/9 ARTIST DEPOSIT

Invoice Date: 10/08/18

PO Number: B0360422

Check Number: 0240010

Check Amount: \$ 1,700.00

Check Date: 10/08/2018

Department ID: 11601

Reviewer Name:

Voucher Number: V0530381

Redaction Type: None

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

Document Below

MEMO TO: Brian W. Caputo  
FROM: Ellen McGowan  
Business Manager, Arts Center  
DATE: October 4, 2018  
SUBJECT: Request for Manual Check 1

Brian,

Please approve this manual check request to pay to:

**AP VERIFIED**  
**10/08/18 - ROBERT MAREK**

Theatreworks USA (Artist Fee Deposit, Pete the Cat 11/9/18) 1,700.00

This payment must be mailed asap. We cannot wait until the next check run on October 19.

Thank you for your help and understanding.

Ellen McGowan

X *Brian W. Caputo*

Attachments

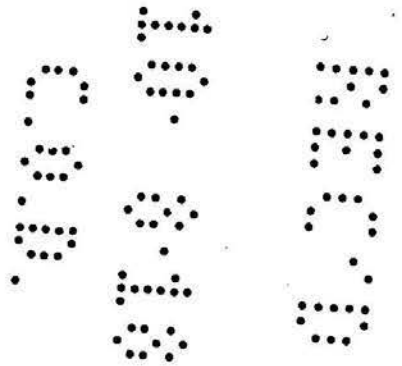
Brian W. Caputo, Ph.D., C.P.A.  
Vice President/CFO  
Administrative Affairs

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

Need by:

*ASAP*

Thank you!



# PAYABLES BLANKET ORDER REQUEST FOR PAYMENT

9/27/2018 10:01

Payment Date	<u>ASAP</u>
Blanket Order #	<u>360422</u>
Line #	<u>Line 1 ONLY</u>
Payment Amount	<u>\$ 1,700.00</u>
Vendor #	<u>1087255</u>
Vendor Name	<u>Theatreworks USA</u>
Documents Attached	<u>Contract</u>
Account #	<u>05-60-11601-5309001</u>
MAC Code (for MAC use only)	<u>60 Artist Fee TR19_PETECAT</u>
DESCRIPTION	<u>ARTIST FEE DEPOSIT</u>

Authorized Signature


Ellen M. Howan

Date

9/27/18

Theatreworks USA

## Cart/Requisition View

Cart/Requisition Number: 669235 Vendor Name: Theatreworks USA  
 Cart/Requisition Name: Theatreworks USA, Artist Fee Pete the Cat 11/9/18 Created: 9/17/2018 5:49:36 PM  
 Cart/Requisition Justification: 60 Artist Fee TR19\_PETECAT Both Accts Submitted: 9/18/2018 6:00:22 PM  
 Ship To Location: BLANKET PO Credit Card: N/A  
 Needed By (mm/dd/yyyy): 9/24/2018 Confirming Request: No  
 Notes & Attachments:  

Recreate Cart/Requisition

Return

Line Number	Product Number	Product Description	Qty	Total (\$)	Account #	% Split	\$ Split	Fiscal Date	Notes & Atts	Next Approver / Status	PO #	Rel Date	Deliver To
1		11/09/18 Pete the Cat Artist Fee per contract (more info)	1	4,800.00	05-60-11601-5309001	100	4,800.00	9/17/2018		<u>Diana Martinez</u>	N/A	N/A	McGowan, Ellen
2		11/09/18 Pete the Cat Artist Fee per contract (more info)	1	2,000.00	01-30-12151-5309001	100	2,000.00	9/17/2018		<u>Diana Martinez</u>	N/A	N/A	McGowan, Ellen

Total: 6,800.00

Recreate Cart/Requisition

Return

All times displayed in Central Time (click to change).  
 easyTouch Navigation™ - For assistance, please call Jordan Towne at 630-942-2576 or e-mail to [townej@cod.edu](mailto:townej@cod.edu)  
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Balance 6800  
 1700  
 5100

360422  
 09/25/18  
 Create Payment for  
 Deposit



151 West 26th Street,  
7th Floor  
New York, NY 10001  
Phone: (212) 647-1100

McAninch Arts Center  
425 FAWELL BLVD.  
Glen Ellyn, IL 60137

Fully Executed Date 09/25/18

00003502

August 28, 2018

Dear Diana,

When signed by you and us, this letter, the attached Addendum, the Technical Rider for the Production, and any Long Form Agreement between the parties signed by an authorized representative of TWUSA shall constitute an agreement between McAninch Arts Center ("SPONSOR") and THEATERWORKSUSA ("TWUSA" or "PRODUCER") relating to SPONSOR's presentation of performance(s) of the TheaterWorksUSA production entitled: **PETE THE CAT**

Date(s) / Time(s)	Location	City and State
11/9/2018 9:45 AM	Glen Ellyn, IL - McAninch Arts Center	425 FAWELL BLVD. GLEN ELLYN, IL 60137
11/9/2018 11:30 AM	Glen Ellyn, IL - McAninch Arts Center	425 FAWELL BLVD. GLEN ELLYN, IL 60137
11/9/2018 <del>7:30 PM</del> <sup>7:00 PM</sup>	Glen Ellyn, IL - McAninch Arts Center	425 FAWELL BLVD. GLEN ELLYN, IL 60137

1. Sponsor shall pay TWUSA:  
\$6,800.00 as performance (or residency) fee.  
\$6,800.00 TOTAL.
2. The total amount due under Paragraph 1 shall be paid as follows:  
A Deposit of \$1,700.00 is due by  
Remaining Balance of \$5,100.00 is due prior to the first performance.

**Plus Hotel for the evenings of 11/8/2018 & 11/9/2018 - 7 Rooms**

All payments shall be made to TheaterWorksUSA and mailed to the address set forth above. Any payments shall be deemed made only when received.

**If a signed copy of this agreement is not received by TWUSA within six (6) weeks of the issue date, then TWUSA has the option to release any dates being held and will consider this contract null and void. Further, if any deposit required by paragraph 2 above is not received by the date due, TWUSA has the option to consider this contract null and void.**

ACCEPTED AND AGREED TO:  
McAninch Arts Center

THEATERWORKSUSA CORP.

By:

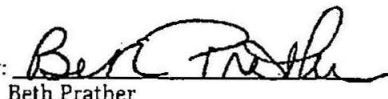
  
Diana Martinez

SIGNATORY - BRIAN CAPUTO  
VP ADMINISTRATION & CFO

Date

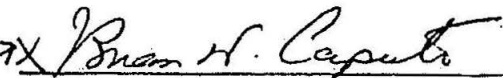
9/5/18

By:

  
Beth Prather

Date

8/28/18

  
Brian H. Caputo

PETE 11/9/18

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

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

THEATERWORKSUSA

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

N/A - same as above

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

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

**Thank you!**

Ellen McGowan  
Business Manager  
[mcgowan@cod.edu](mailto:mcgowan@cod.edu)  
630-942-3009

Molly Junokas  
Assistant Business Manager  
[junokasm@cod.edu](mailto:junokasm@cod.edu)  
630-942-3042

**ADDENDUM TO LETTER AGREEMENT**  
**Between**  
**McAninch Arts Center and**  
**THEATERWORKS/USA CORP.**

1. THEATERWORKSUSA ("TWUSA"), shall at its sole expense provide the production at the time(s), date(s), and place(s) designated in the letter Agreement with McAninch Arts Center ("SPONSOR") ("the Production").
2. SPONSOR shall provide at its sole expense all technical and hospitality needs as described in the Technical Rider ("Rider") for the Production including, but not limited to a theatre, auditorium, or performance space with a cleared and clean stage and complete with adequate stage lighting.
3. SPONSOR recognizes that TWUSA is party to an agreement with Actors' Equity Association and therefore must comply with all aspects of that agreement, including but not limited to the following:
  - a. Separate dressing rooms (with mirrors) shall be provided for male and female Actors. Dressing rooms shall be comfortably heated and ventilated (as shall the stage) from the time the first Actor arrives, and shall have entrances and windows properly masked from the public to insure privacy.
  - a. Separate sanitary facilities close to the dressing rooms shall be provided for male and female Actors, shall have hot and cold running water, be clean and sanitary and whenever possible, separate from those provided to the audience.
4. It is further agreed as follows:
  - a. On all signs, posters, billboards, promotional brochures, paid advertisements and on the title page of all programs TWUSA shall be accorded billing as follows:

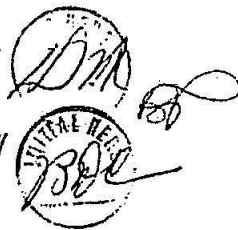
McAninch Arts Center presents  
the TheaterWorksUSA production  
of  
PETE THE CAT
  - b. There shall be no audio or visual broadcast or recording of the performances permitted. Sponsor shall inform audience and any others present during the performance that no such recordings are permitted and shall take all reasonable efforts necessary to insure that no such recordings are made.
  - c. All persons involved in the production will be required to comply with all applicable laws and TWUSA's policies regarding conduct in the workplace, including its policies regarding the prevention of discrimination and harassment, and protection of confidential information. There shall be no discrimination or segregation in admission or seating based on race, sex, national origin or religion.
  - d. TWUSA shall be under no liability for failure to appear or perform in the event that such failure is caused by or due to the physical inability of any of TWUSA personnel to perform, or acts or regulations or determinations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation services, or any other cause beyond TWUSA's control: but payment due TWUSA from SPONSOR allocable to such canceled performance(s) need not be made and, if already made, shall be refunded.
5. SPONSOR agrees that in the event SPONSOR cancels any performance(s) for any reason, the SPONSOR shall be liable to TWUSA as follows:
  - a. If the Production is cancelled within thirty (30) or less of the first performance, SPONSOR shall be liable to TWUSA for the full contracted amount plus any documented out-of-pocket expenses related to the Production incurred by TWUSA.
  - b. If the Production is cancelled between thirty-one (31) and sixty (60) days of the first

performance, SPONSOR shall be liable to TWUSA for fifty percent (50%) of the full contracted amount plus any documented out-of-pocket expenses related to the Production incurred by TWUSA.

- c. If the Production is cancelled more than sixty-one (61) days before the first performance, SPONSOR shall be liable to TWUSA for the deposit amount plus any documented out-of-pocket expenses related to the Production incurred by TWUSA.
6. Notwithstanding any contrary provision in any Long Form Agreement between the parties signed by an authorized representative of TWUSA applicable to the Production, SPONSOR will indemnify, hold harmless and, at TWUSA's option, defend TWUSA and each of its affiliate entities, and their respective officers, directors, managers, employees, members, shareholders, agents, legal representatives, subsidiaries, affiliates, successors and permitted assigns ("Indemnitees") from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees and expert witness fees) (collectively, "Liabilities"), which any or all of them may hereafter suffer, incur, be responsible for or pay out which in any manner are caused by, arise from, or are incident to the acts or omissions of SPONSOR, SPONSOR's personnel, any other agent or representative of SPONSOR or any audience member attending the Production, including Liabilities arising from bodily injury (including death) to any person, damage to any property, or any violation of alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency. SPONSOR shall be responsible for and shall pay Indemnitees' reasonable attorneys' fees and costs incurred in any proceeding, including mediation and/or arbitration, where any of the Indemnitees successfully enforces its indemnification rights under this Section.
7. Any individuals provided by SPONSOR to assist with the Production are not employees of TWUSA, will not be paid by TWUSA and will not be eligible to participate in any TWUSA employee benefit plan or program, including, but not limited to, vacation pay, health insurance, unemployment insurance and workers' compensation insurance. SPONSOR shall be fully and solely responsible for submitting appropriate tax returns and payment of social security contributions, all taxes and any other relevant payments to government authorities for any compensation paid to these individuals. SPONSOR shall maintain and pay for insurance with responsible carriers, to cover personal liability and other insurance with respect to these individuals.
8. SPONSOR may not reproduce or distribute any TWUSA materials without TWUSA prior written permission in each case and must return to TWUSA all TWUSA materials, as well as any other TWUSA property or equipment of any kind in its possession, at the earliest (i) immediately upon completion of each Production or (ii) upon TWUSA's request.
9. This Agreement shall not be transferred or assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld.
10. Any waiver of any term, condition or breach of this Agreement by any party will not constitute a waiver of any other term, condition or breach.
11. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions of the Agreement shall remain binding and enforceable.
12. The validity, construction and effect of this Agreement shall be governed by the LAWS of the STATE of NEW YORK. Any legal action or proceeding under this agreement shall be brought in U.S. Federal or New York State courts sitting in New York, New York and both parties irrevocably and unconditionally consent to the jurisdiction of such courts and waive any objection to the bringing of any such proceeding in such jurisdiction, including an objection based on forum non-conveniens.
13. This Addendum, the Letter Agreement, the Technical Rider for the Production, and any Long Form Agreement between the parties signed by an authorized representative of TWUSA

*ILLINOIS, see MAC RIDER #11*

*ILLINOIS STATE COURTS, see MAC RIDER #11*

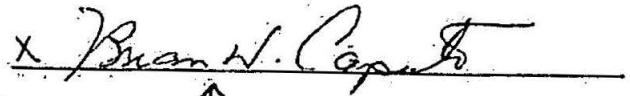


applicable to the Production contain the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements between the parties. If there are any conflicts between the Letter Agreement, this Addendum and any applicable Long Form Agreement, the provisions of the Letter Agreement and this Addendum will apply. No modification or waiver of any provisions hereof shall be valid unless in writing and signed by SPONSOR and a duly authorized representative of TWUSA.

If the foregoing and the attachment accurately set forth your understanding with us, kindly sign below and return one completely executed copy of both documents to us. This shall constitute a binding agreement between us.



Diana Martinez



SIGNATORY: BRIAN CAPUTO, VP ADMINISTRATION & CFO ↑

Dated: 9/5/18

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

This Rider, dated **Tuesday, August 28, 2018**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **THEATERWORKSUSA**. (herein known as ARTIST).

**Relationship / Provisions**

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

**Payment**

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

**Insurance / Indemnity / Cancellation / Force Majeure**

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with **Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page**. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. The PURCHASER shall not be responsible for any items heretofore mentioned when prevented from doing so due to sickness, riots, strikes, epidemics, Acts of God, or any other legitimate conditions beyond the control of the PURCHASER. If such acts or conditions occur, the PURCHASER is not liable for any direct or consequential damages that the ARTIST, his/her group or 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

Diana Martinez  
Director, McAninch Arts Center

Date: Sept 1, 2018

By: Ben Proffler

THEATERWORKSUSA or  
Artist Representative

Date: 9/25/18

By: Brian W. Caputo

Brian Caputo, VP Administration CFO  
College of DuPage

Date: 9/5/18

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McAninch Arts Center  
Contact Information

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