

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1083273  
Vendor Name: Columbia Artists Management  
Invoice Number: B0360041  
Invoice Date: 10/19/18  
PO Number: B0360041  
Check Number: 0241491  
Check Amount: \$ 22,500.00  
Check Date: 10/16/2018  
Department ID: 11601  
Reviewer Name:  
Voucher Number: V0533911  
Redaction Type: None  
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

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From: junokasm@cod.edu  
Sent: Tue Oct 09 16:09:51 CDT 2018  
To: junokasm@cod.edu, invoicing@cod.edu  
CC:  
Subject: Scanned from a Xerox Multifunction Device  
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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]

Scanned  
2 sided

# PAYABLES BLANKET ORDER REQUEST FOR PAYMENT

E-MAILED OCT 09 2018

Payment Date 10/19/2018

Blanket Order # 360041

Line # Line 1 All

Payment Amount Line 1 \$ 22,500.00 05-60-11601-5309001

Vendor # 1083273

Vendor Name Columbia Artist Management LLC

Documents Attached Contract

Account # Line 1 \$ 22,500.00 05-60-11601-5309001

MAC Code (for MAC use only) 60 Artist Fee TR19\_COMPANY \$ 22,500.00

DESCRIPTION

ARTIST FEE BALANCE

**AP VERIFIED**

**10/10/18 - MARIA ZERRUDO**

Authorized Signature *Elen M. Gowan*

Date 10/8/18

10/9/2018 9:25

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**Bill To:**  
**College of DuPage**

College of DuPage Accounts Payable  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

Accounts Payable, SRC2049  
Phone: 630-942-2228  
Fax: 630-858-9078

**Vendor:**

1083273  
Columbia Artists Management  
1790 Broadway, 16th Fl  
New York, NY 10019

Attn: Customer Service

Phone: 212-841-9558  
Fax:

**CONFIRMATION OF ORDER**

360041

Page: 1

Release Method: Hard Copy

Release Date: 09/04/2018

Need By Date: 08/22/2018

**Ship To:**

BLANKET PO  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

Purchasing, Manager

Phone: 630-942-2378  
Fax:

**Purchase Order Comments:**

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

Check 1: \$7500.00 (deposit) Manual Check. Will be picked up by Ellen McGowan ASAP.

Check 2: \$22,500.00 (balance Line 2) - Check. Will be picked up by Ellen McGowan on 10/19/18.

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

Requisition Numbers: 668691

Requisitioner Name(s): Ellen McGowan

Vendor Item	QTY	UOM	Description	Unit Price	Total Price
	1	Each	10/21/18 Compania Flamenca Eduardo Guerrero per att'd contract	\$28,000.00	\$28,000.00
Deliver To: McGowan, Ellen					
	1	Each	10/21/18 Compania Flamenca Eduardo Guerrero per att'd contract	\$2,000.00	\$2,000.00
Deliver To: McGowan, Ellen					

<b>SubTotal</b>	<b>\$30,000.00</b>
<b>Shipping &amp; Handling</b>	<b>\$0.00</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$30,000.00</b>

Account Code Summary		
Account Code	Account Description	Amount
01-30-12151-5309001		\$2,000.00
05-60-11601-5309001		\$28,000.00

**Terms and Conditions:**

1. F.O.B. DESTINATION unless otherwise indicated under Purchase Order Comments.
2. College of DuPage will only accept electronic invoices, which can be in any format, including but not limited to PDF, Word, Excel. Invoices must reference the COD Purchase Order Number. Invoices are to be emailed to [invoicing@cod.edu](mailto:invoicing@cod.edu). Questions about payment status or other inquiries, please email [acctpay@cod.edu](mailto:acctpay@cod.edu) or call 630-942-2228.
3. All payments are processed via ACH transfer on a weekly basis. You are strongly encouraged to set up your ACH account upon receipt of this PO to avoid unnecessary payment delays. A letter will be sent to you under separate cover which outlines the set-up instructions, your log-in, and temporary password. Invoices must be received in an electronic format at least three weeks prior to the due date and are to be emailed to [invoicing@cod.edu](mailto:invoicing@cod.edu). Paper checks are issued once-a-month. A paper check will be issued to foreign vendors that are not eligible for ACH transfer.

**Bill To:**  
**College of DuPage**

College of DuPage Accounts Payable  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

Accounts Payable, SRC2049  
Phone: 630-942-2228  
Fax: 630-858-9078

**Vendor:**

1083273  
Columbia Artists Management  
1790 Broadway, 16th Fl  
New York, NY 10019

Attn: Customer Service

Phone: 212-841-9558  
Fax:

**CONFIRMATION OF ORDER**

360041

**Page:** 2

**Release Method:** Hard Copy

**Release Date:** 09/04/2018

**Need By Date:** 08/22/2018

**Ship To:**

BLANKET PO  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

Purchasing, Manager

Phone: 630-942-2378  
Fax:

4. All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices to the Contractor, in accordance with the Local Government Prompt Payment Act.
5. All solicitations must be directed to the Purchasing Department. Any vendor selling directly to any faculty or staff member, without prior authorization from the Purchasing Department will be removed from our vendor list.
6. College of DuPage is exempt from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax. The College's Tax Exemption Identification Number is E9997-3391-06.
7. If unable to ship and/or deliver as required, advise the Purchasing Department immediately with full details at 630-942-2217.
8. All packages shall clearly indicate the purchase order number and contain a packing list of all contents with itemized descriptions.
9. All shipments are accepted subject to inspection and approval by College of DuPage.
10. Any company/organization to be awarded a contract for goods and/or services must be in compliance with the fair employment practice act and all rules & regulations thereunder.
11. Suppliers are required to comply with executive orders 11246, 11375, The Rehabilitation Act of 1973, and the Vietnam Readjustment Act of 1974.
12. All contracts for construction work are subject to the provisions of 820 ILCS 130, ch. 48, Par. 39s-1 through 39s-12, providing for payment of the prevailing rate of wages to laborers, workmen & mechanics. Contractor shall submit to the College, monthly certified payroll records for all workers and sub-contractors utilized for the project.



\*NEEDED ASAP. PLEASE RUSH!

THANK YOU!\*

Purchasing

## CONTRACT APPROVAL COVER SHEET

Contract Name: CAMI/Compania Flamenca Eduardo Guerrero Performance Contract

Requesting Department: The MAC

Date Initiated: 08/08/18

Contact Name: Diana Martinez/Ellen McGowan

Phone: 3007/3009

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

Vendor Name: Columbia Artists Management LLC

Phone: 212-841-9735

Vendor Contact: Alison Williams

Email: aaw@cami.com

Total Contract: \$ 30,000.00

Contract Dates: Start: 10/21/18

FY Budget \$ 30,000.00

End: 10/21/18

Vendor 1: Name N/A - Sole Source

Quote: \$

Vendor 2: Name

Quote: \$

Vendor 3: Name

Quote: \$

Contract Purpose: Artist Compania Flamenca Eduardo Guerrero to perform at the MAC on 10/21/18. Artist is a Sole Source and is the only vendor who can provide desired service.

Contract Type:



Independent Contractor



Service Agreement



Lease



Construction



Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☒ Yes ☐ No (If YES, attach a copy of the relevant agreement.)Are required support documents attached? (see page 2) ☒ Yes

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

Print

Sign

Requester: Ellen McGowan

Budget Mgr.: Ellen McGowan

Dept. Adm.: Diana Martinez

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

Purchasing Dept. Use Only

Comments

OK

Approval Initials

DMM 8-16-18

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

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

COLUMBIA ARTISTS MANAGEMENT LLC

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

Fully Executed Date 09/12/18



**CAMI**  
**Agreement**

Agreement date: August 03, 2017

**Columbia Artists**

Page 1 of 4

By and Between: Columbia Artists Management LLC ("Manager"), whose address is 5 Columbus Circle @ 1790 Broadway, New York, NY 10019 and College of DuPage McAninch Arts Center, whose address is  
McAninch Arts Center at the  
College of Du Page  
425 Fawell Blvd.  
Glen Ellyn IL 60137-6599

For the services of: Compania Flamenca Eduardo Guerrero ("Artist")

1. Details of Performance(s):

a) Presenter hereby engages from Manager the services of Artist for the Performance(s), on the date(s), time(s), and place(s), and for the compensation all as set forth herein and Manager hereby agrees that Artist shall render such services, subject to the terms and conditions set forth herein.

b) Manager shall mean: CAMI

c) Number of Performances: 2

d) Type of Performance(s), Day(s), Date(s), Time(s) and Place(s):  
Total of two (2) performances

One (1) on Sunday, October 21st, 2018 at 2:00pm  
One (1) on Sunday, October 21st, 2018 at 6:00pm.  
Rider is attached and is an integral part of the agreement.

e) Rehearsal(s), Date(s), Time(s), and Place(s):

f) Theatre Name, Address, Seating Capacity, Stage Entrance:

~~Mainstage~~ **BELUSHI PERFORMANCE HALL**  
McAninch Arts Center at the  
College of Du Page  
425 Fawell Boulevard  
Glen Ellyn IL 60137-6599  
Main: +1 630-942-4000 Fax: +1 630-790-9806 (Capacity: 793)

g) Person to Notify On Arrival:

**JOE HOPPER 630-942-2913**

h) Presenter's Representative Phone & Fax Numbers:

DIANA MARTINEZ  
Executive Director  
BUSINESS: 1-630-942-3007  
FAX: 1-630-790-9806  
CELLULAR: 1-630-776-8921  
Email: martinezd59@cod.edu

i) Recommended Hotel and Address:

2. Compensation: The compensation to be paid by the Presenter for the services of Artist shall be paid to Manager and shall be in the sum of:  
(USD) \$30,000.00 (the "minimum guarantee")

Thirty-thousand dollars (\$30,000) guaranteed.

Deposit Schedule: Twenty five percent (25%) deposit of full fee is due upon signing of the long form contract. Balance of seventy five percent (75%) is due no later than intermission of the performance.  
Fee is special and confidential.



Columbia Artists

## CAMI Agreement

Agreement date: August 03, 2017

Page 2 of 4

If balance is paid by college check,  
it is to be handed directly to  
company manager day of  
performance. For payment  
instructions, please see Artist  
Addendum 1.

Manager and Artist will be responsible for all taxes to be paid in respect of the compensation and under no circumstances shall Presenter withhold any portion of the compensation for tax reasons.

3. **Payment of Compensation:** The minimum guarantee hereunder shall be paid by the Presenter to the Manager on behalf of the Artist no later than the intermission of the first performance. Payment shall be made only by ~~bank of certified check~~ *COLLEGE CHECK OR ACH PAYMENT, see MAC RIDER #5* made payable to Manager on behalf of Artist. Any percentage of Box Office Receipts due to the Artist/Attraction shall be paid to the Artist/Attraction's representative at or before intermission for each Performance.

4. **Letter of Credit:** ~~Presenter shall furnish Manager upon the execution of this Agreement with a clean unconditional Irrevocable Letter of Credit payable by sight draft drawn on a United States commercial bank in the amount of the compensation. Such Letter of Credit shall be in form and substance acceptable to the Manager. Sums evidenced by such Letter of Credit shall be immediately payable to Manager by presentation to such bank of Manager's draft at sight on any time commencing fourteen (14) days prior to the date of the first scheduled Performance and continuing until thirty (30) days after the date of the last scheduled Performance.~~ *N/A CANNOT ISSUE LETTER OF CREDIT*

5. **Advertising Budget** shall be the minimum sum of \$0 to be expended by Presenter in advertising the Performance(s) by the means and media set forth below.

6. **Ticket Information** supplied by Presenter: **College of DuPage McAninch Arts Center**

- a) Total potential Box Office Receipts per Performance (excluding taxes):
- b) Taxes:
- c) Number of seats and prices per category:
- d) Group and/or subscription discount arrangements, if any:
- e) Number of house seats reserved for Artist/Attraction per Performance:
- f) Free list per Performance (limited to no more than 1% of Theatre capacity):

7. **Sale of Tickets:** Presenter agrees to sell reserved seats for the Performance(s) covered by this Agreement, the price of which shall be printed on consecutively numbered Tickets for each Performance with different colors to indicate the sections of the Theatre(s) and the categories of Ticket prices. Presenter hereby warrants and represents that the capacity of the Theatre, the potential Box Office receipts per Performance, the Ticket Prices, and the number and categories of Tickets to be discounted shall be as set forth above. Final settlement of any percentage of box Office Receipts payable to the Manager shall be made from the ticket seller's statement and verification of the box office account by the Artist/Attraction's representative jointly with the house treasurer. There shall be no free Tickets nor discount tickets except as specifically set forth herein. No tickets for standing room shall be placed on sale for any Performance until tickets for 90% of the capacity of the Theatre have been sold. Presenter's officers and employees shall have control of the sale of Tickets in the box office but Manager's representatives shall have free access to the box office and ticket sales records, and the rights to audit the books and records of Presenter relating to the Performance(s) at all times during the Performance(s) and for six (6) months thereafter. Such books and records shall show all transactions relating to the sale of Tickets and the expenditure of advertising shall be supported by vouchers or receipts shall be true and accurate and shall be maintained by Presenter at its address set forth above. Promptly after the end of the Performance(s) the Presenter's treasurer shall deliver a statement to Manager's representative certifying all Ticket sales. All Ticket stubs shall be preserved for a period of six (6) months after the last Performance for inspection by Manager's representative.

8. **Requirements:** Presenter agrees to furnish and fulfill the following Requirements as well as those Requirements set forth in any Addendum annexed hereto at its sole cost and expense for each Rehearsal and Performance.

- a) A PIANO(s), PROPERLY TUNED, if required.
- b) A microphone on the stage of the Theatre and a sound system in good working order, if required.
- c) (1) the Theatre, properly lighted, heated, equipped and cleaned; (2) ushers, ticket sellers, ticket takers, all necessary attaches and special police; (3) Suitable dressing rooms for the personnel of the Artist and space for equipment.
- d) (1) any necessary personnel which may be required by Artist to unload the vehicles carrying the Artist's equipment and property, to bring such equipment and property to such place within the Theatre as the Artist's representative shall determine, and after the last Performance to remove such equipment and properties from the Theatre and to return such equipment and properties and load such equipment and properties on the vehicles; and (2) all other personnel which may be necessary in connection with the Performance(s) and Rehearsal(s) including without limitation: stage hands, spot light operators, stage carpenters, electricians, sound technicians, dressers, property men, wardrobe personnel, additional and/or standby musicians, and any other local labor which shall be necessary and required by Artist and/or required by any union having local jurisdiction.

9. **Unions:** The Presenter agrees to adhere to and abide by the applicable rules and regulations of all unions having jurisdiction over the Performance(s).

10. **Presenter's Warranties and Representations:** Presenter hereby warrants and represents as follows: (a) that it has or will have a lease for the Theatre covering the date or dates of the Performance(s) and Rehearsals, that during the Performance(s) the lease will be in full force and effect, and neither Presenter or Theatre will be in default thereof, and that the lease will be exhibited to Manager upon request. (b) That admission to the Performance(s) and seating in the Theatre shall be without regard to race, color, religion, or national origin. (c) That the Presenter will be solely responsible for payment of all charges, assessments, royalties or license fees required to be paid for the right to perform all music performed at the Performance(s). (d) The Presenter hereby warrants that the scheduled theatre or venue intended for the engagement date as stated in this Agreement, whether rented, owned, or leased by the



**CAMI**  
**Agreement**

Agreement date: August 03, 2017

**Columbia Artists**

Page 3 of 4

Presenter, has passed all recent safety inspections, and is in satisfactory operating order as deemed by OSHA Safety Standards, within six (6) months of the engagement including, but not limited to, the General Building Safety Inspection, the Front-Of-House Inspection, the Shop and Workroom Inspection, the Storage Areas Inspection, the Tension Grid and Catwalk Inspection, the Fire Curtain Inspection, the Stage Rigging Inspection, the Structural Inspection, the Fire Safety and Fire System Inspection, and the Fall Protection Safety Inspection. Certificate(s) of all executed and passed inspection(s) must be kept on file with either the Presenter or venue management and furnished to Artist/Attraction immediately upon request. Artist/Attraction reserves all rights herein and, to preserve the safety of its performers, production crew, and property, if the intended venue has not met all required inspections, or cannot produce certificates affirming thereof, Presenter will be deemed in material breach of this Agreement, whether or not said certificates were previously requested by Artist/Attraction, upon the signing of this agreement, and is grounds for cancellation. Failure to comply with Safety Regulations will not relieve Presenter of full financial obligation and provisions outlined in this Agreement.

11. **Advertising Material:** Presenter agrees to use only photographs furnished by the Manager. Upon Presenter's request Artist may, but is not obligated to, furnish such quantities of press materials, heralds, window cards and three-sheet posters as the Artist in its sole discretion deems necessary and desirable. Presenter agrees to imprint, distribute and display properly all materials so received without charge or alteration. All advertising and publicity materials that Presenter wishes to utilize in connection with the Performance must be approved in advance, in writing, by Manager.
12. **Concessions:** Subject to whatever standard house concession is in effect on the date of this Agreement, the Artist shall have the right with no cost to it, to have such persons as it may desire sell souvenir program books in the lobby of the Theatre immediately prior to and after each Performance and during each intermission. Presenter shall not directly or indirectly receive any fee, remuneration or other compensation in connection with such sales, but if it does, it shall turn over to Manager any such fee, remuneration or other compensation as and when received. *IF ARTIST SELLS, PURCHASER TO RECEIVE 20% Purchaser commission to be on net sales. see MAC RIDER #26 → IF PURCHASER SELLS, PURCHASER TO RECEIVE 30%*
13. **Program:** The Artist will select and provide the works to be performed for the Performance(s). If the Artist has a choice of works, or a variety of programs, the Presenter, on reasonable prior written notice to Manager, shall have the right to select the program or works from such choices. The Artist shall furnish Presenter with copy for each program to be performed and Presenter agrees at its own expense to print and distribute for each Performance a sufficient quantity of house programs conforming to the program copy furnished by the Artist.
14. **Credit to Manager:** All programs shall carry a credit to Manager, Artist's piano company, and Artist's record company(s), in position and prominence as Manager may specify, either in any Addendum annexed hereto or by prior written notice to Presenter, and shall include such other credit lines as Manager may reasonably request.
15. **Restrictions:** Presenter agrees to prevent the broadcasting, recording, transmission, photographing, or any other transmission or reproduction of the Performance(s) or any part thereof by any means or media now or hereafter known including but not limited to audio, visual, or audio-visual means. Presenter further agrees that unless specifically set forth in this Agreement, the Performance(s) by the Artist shall not be in conjunction with the performance of any other performer and that no assisting artist not part of the Artist shall perform at a performance without the prior written consent of the Artist.
16. **Indemnity:** Presenter hereby agrees to indemnify Artist and Manager from and against any claim of breach of any of Presenter's representations, warranties and agreements hereunder and from any claims of third parties of any kind, nature, or description for personal injuries or property damage in connection with the Performance(s), except with respect to any claim proven to be due solely to the willful act of Artist.
17. **Impossibility of Performance:** (a) In the event that the performance of any of the covenants of this Agreement on the part of the Artist/Attraction Artist or Presenter shall be prevented by act of God, physical disability, the acts or regulations of public authorities or labor unions, labor difficulties, strike, war, epidemic, interruption or delay of transportation service, or any other causes beyond the reasonable control of such party, such party shall be relieved of its obligations hereunder with respect to the Performance(s) so prevented on account of such cause, resulting in force majeure. If the Performance(s) shall be prevented for any of the foregoing causes, neither the Presenter nor Artist/Attraction shall be under any obligation to present the Performance at a different time, except that if the Performance(s) shall be prevented for any of the foregoing causes, the Presenter shall use its best efforts to re-engage the Artist/Attraction within a twenty-four (24) month period on the same terms and conditions set forth herein, subject however to the Artist's availability. In the event the Artist consists of persons other than the featured performer and one or more of such persons cannot perform for any reason, Artist/Attraction shall have the option either to use its reasonable efforts to furnish a substitute for each such person, which substitute Presenter agrees to accept, or to perform without such person, in which event the Artist/Attraction shall not be liable for such failure of any such person to perform, or to treat such person's unavailability as an Act of God on the part of Artist and Artist/Attraction. (b) In the event that a third party, whose authority may supersede Presenter, such as venue or facility manager, municipal authority or educational campus authority, determines for any reason that the performance venue should close or be caused to be inaccessible to the public for the performance for reasons other than as outlined above, such as anticipating forecast weather conditions or any other reason, this will not constitute force majeure and Presenter will be obligated to fulfill all its obligations under this Agreement and both parties will make good efforts, working in good faith, to reschedule this engagement in accordance with the terms of this agreement, which will remain standing in its entirety.
18. **Notices:** All notices to Presenter and Manager shall be in writing and sent to the addresses set forth above.
19. **Modification, Etc.:** This Agreement contains the entire understanding of the parties, shall be amended or modified only by a writing executed by Presenter or Manager on its behalf, and shall be construed, governed and interpreted pursuant to the laws of the State of New York applicable to agreements wholly to be performed therein. Presenter shall not have the right to assign this Agreement or any of Presenter's obligations hereunder.



CAMI  
Agreement

Agreement date: August 03, 2017

Columbia Artists

Page 4 of 4

20. **Remedies:** In the event Presenter breaches or defaults in the due performance of this Agreement or any of its warranties, representations, or agreements hereunder, or in the event prior to the date of the first Performance the Presenter has failed, neglected or refused for any reason whatever to perform any obligation under any agreement with any other artist or attraction, or if in the sole opinion of the Manager, the financial standing or credit of Presenter has been impaired or is unsatisfactory and any of such events shall hereinafter be deemed an "Event of Default", then and upon the occurrence of an Event of Default, Manager shall have the right to terminate this Agreement and its obligations hereunder. Presenter acknowledges that Manager and Artist have incurred substantial out of pocket expenses in connection herewith and therefore agrees, in an Event of Default, that any and all sums payable to Manager as compensation be immediately due and payable, that any and all sums paid to Manager shall be retained by Manager, and that Manager shall have the right to present any letter of credit furnished it for payment. All such rights and remedies may be exercised cumulatively, or in the alternative at the sole discretion of Manager.
21. **Service of Process:** Presenter hereby irrevocably submits itself to the jurisdiction of the Courts of the State of ~~New York, New York County, and the jurisdiction of the United States District Court for the Southern District of New York~~ <sup>ILLINOIS, see MAC RIDER #1</sup> for the purpose of any suit, action or other proceeding which may be brought by Manager against Presenter arising out of or based upon this Agreement or the subject matter thereof. Presenter hereby waives, and agrees not to assert, in any such suit, action, or proceeding, any claim that it is not subject to the jurisdiction of the above named Courts, that its property is exempt from attachment or execution, that such suit, action or proceeding is brought in an inconvenient form, or that the venue of such suit, action or proceeding is improper. Presenter hereby consents to service of process by registered mail at the address to which notices are to be given and agrees that such service shall be deemed effective upon Presenter as if personal service had been made upon Presenter within ~~New York State, New York County.~~ <sup>THE STATE OF ILLINOIS</sup>
22. **Binding Effect:** THIS AGREEMENT SHALL NOT BE BINDING UNTIL EXECUTED BY MANAGER. PRESENTER UNDERSTANDS THAT MANAGER IS ENTERING INTO THIS AGREEMENT IN ITS REPRESENTATIVE CAPACITY AND SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR DEFAULTS OF ARTIST. THE FAILURE OF ARTIST TO PERFORM CAUSED BY ANY INCOMPLETE OR INACCURATE INFORMATION FURNISHED BY PRESENTER AS SET FORTH IN THIS AGREEMENT SHALL NOT RELIEVE PRESENTER FROM FULFILLING ITS OBLIGATION HEREUNDER, INCLUDING WITHOUT LIMITATION ITS OBLIGATION TO PAY THE COMPENSATION SET FORTH IN SECTION 2 ABOVE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above set forth.

College of DuPage McAninch Arts Center

Columbia Artists Management, LLC f/s/o Compania  
Flamenca Eduardo Guerrero

By:

X

Brian H. Caputo

By:

X

Alison Ahart-Williams

COO, SVP, & Executive Producer

Name/Title: BRIAN CAPUTO / VP ADMINISTRATION & CFO

Name/Title: \_\_\_\_\_

Date:

8/16/18

Date:

\_\_\_\_\_

Technical Addendum to Contract

**COMPañIA FLAMENCA EDUARDO GUERRERO**

LOCAL PRESENTOR AGREES TO FURNISH AT OWN EXPENSE:

**STAGE REQUIREMENTS:** The ideal stage dimensions for this company for this company are 36 feet wide and 36 feet deep from front curtain to cyc. The minimum stage dimensions are 32 feet wide and 30 feet deep. There should be a depth of 4 feet free of all obstructions between backcloth and back wall for fast cross-overs.

**SOUND SYSTEM:** A good quality sound system is required, employing six standard microphones for the orchestra, all on stands at low height - 3' - 4' booms are okay. It may be necessary to move the microphones to a wing position at some point in the performance.

Appropriate amplification and audience speakers for the particular venue in all cases to include side stacks (Meyers or Apogee speakers). SOUND SYSTEM TO BE EQUALIZED FOR CLASSICAL MUSIC.

Ten monitor speakers, two for each side of the stage for side fill and 6 band monitors, volume to be separately controlled from house speakers, with minimum potential of 400 W each.

Headset communication linking all of the following on one channel:

Stage Managers (both sides of stage)  
Sound Operators  
Follow-Spot Operators  
Light Board Operator(s)  
Fly Rail

Public Address system for announcements to the audience.

**MASKING REQUIREMENTS:**

5 pairs flat black legs (soft) without pleats 28' x 12'  
5 borders 8' x 50' with pipe and pipe socket  
1 black out drop 40' x 50'  
1 white plastic seamless cyclorama or white filled scrim

**LIGHTING REQUIREMENTS:**

Presentor agrees to provide all lighting instruments, mountings, color, control capacity, cable, and rigging necessary to implement the touring light plot of the Company, to include the following:

a. ETC Expression Light Board

COMPañIA FLAMENCA EDUARDO GUERRERO

COMPANIA FLAMENCA EDUARDO GUERRERO – Technical Addendum

2

b. Minimum capacity of at least 48 channels/dimmers at 6.0 KW each, or equivalent capacity using greater number of channel/dimmers at lesser wattage each.

c. Lighting instruments: the following (or reasonable substitutes):

*6x16 Ellipsoidal Spotlights (Lekos) 1K	36
6x12 " " " 1K	75
6x9 " " " 1K	48
Par 64 MFL	20
2-Cell FarCyc (or equivalent)	24
Follow Spots	2

\*(or: normal Front-of-House units for the particular theater.)

In all cases, Production Manager will determine what constitutes acceptable substitutes. Kliegel Step-Lens Lekos not acceptable under any circumstances.

- d. 8 Side Booms 12-14 feet tall with bases and proper means of securing.
- e. Sufficient side-arms for 32 sidelight instruments on the booms.
- f. All adaptors, two-fers, and cable required by plot.
- g. Correct color frames for all instruments on plot plus color-change units.
- h. 2 Follow-spots sufficient to push through stage lighting.
- i. Rugs or other coverings to cover all cable placed on floor, plus tape to secure same.
- j. Gobo or pattern-holders for 16 6x12 and/or 6x9 Lekos as specified in the plot
- k. All color (gel) as specified by light plot.

STANDBY MUSICIANS: The Company has no requirement for local musicians, but if any city's local union regulations require that standby musicians be employed, this shall be a local expense and local Presentor hereby agrees to assume it.

DRESSING ROOM REQUIREMENTS:

- 1 One star dressing room for male dancer
- 2 One star dressing room for female dancer
- 3 one chorus room for female dancers, or several smaller rooms, as necessary
- 4 one chorus room for male dancers, or several smaller rooms, as necessary
- 5 One chorus room for musicians, for dressing and warm-up

All rooms should have make-up tables, a chair for each performer, mirrors and mirror lights, clothes racks and hangers. Rooms must be clean. Access must be provided for adequate rest room facilities and hot and cold running water.

**HEATING REQUIREMENTS:** It is essential that the dressing rooms be unlocked, heated (depending on climate and season of the year) and ready for uses upon the Company's arrival at the theatre. The backstage should also be heated.

**STAGEHAND REQUIREMENTS:**

Local Presentor will be responsible for providing at its expenses stagehands as required by local union rules. THIS IS NOT A YELLOW CARD ATTRACTION.

Crew requirements, estimated time and space requirements for load-in, set-up, hang, focus, technical rehearsals and load-out for all activities shall be arranged by the Presentor, at its own cost. CAMI accepts the list of such requirements as set forth below as complete for the performance to be presented during this engagement.

i. **LOAD-IN, SET-UP AND LOAD-OUT:** As required by local jurisdiction, however we suggest the following as the minimum crew to accomplish the necessary tasks.

LOAD-IN & SET UP: 12 hour call.

- |    |              |          |
|----|--------------|----------|
| a. | Carpenters   | Head + 1 |
| b. | Electricians | Head + 3 |
| c. | Flymen       | Head     |
| d. | Props        | Head     |
| e. | Sound        | Head + 1 |
| f. | Wardrobe     | Head + 1 |

ii **REHEARSALS AND SHOW CALLS**

- |    |              |  |
|----|--------------|--|
| a. | Carpenters   | Head + 1 (for main curtain)                      |
| b. | Electricians | Head + 2 (for follow spots) + 1 (board operator) |
| c. | Props        | Head   |
| d. | Sound        | Head + 1   |
| e. | Wardrobe     | Head   |

iii **HOURS REQUIRED FOR CREW**

- |    |   |                         |
|----|---|-------------------------|
| a. | Focus 4 hours with Crew (minimum 4 Electricians, Minimum 2 Carpenters/Flymen) |                         |
| b. | Technical Reh.  | 1 hour                  |
| c. | Performance   | 1/2 hour before curtain |
| d. | Load-Out  | 4 hours                 |
| e. | Pre-hang load in  | 8 hours                 |
| f. | Perf.day load in  | 2 hours                 |

Where no union rules are in effect, Local Presentor must arrange for and pay requisite number on non-union men needed for the presentation of the concert. Local Presentor agrees to assume all costs for stagehands, whether union or nonunion.

COMPañIA FLAMENCA EDUARDO GUERRERO – Technical Addendum

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**WARDROBE REQUIREMENTS:** Presentor agrees to fulfill the following wardrobe requirements:

- a. appropriately clean dressing rooms, at least 3 solo and 2 large rooms
- b. two (2) ironing boards and irons
- c. racks for hanging costumes
- d. A washing machine and tumble dryer at each theatre
- e. tables set stage left and right for costumes and water
- f. a steamer
- g. two wardrobe assistants (dressers)
- h. 15 clean cloth towels to be distributed in dressing rooms

**LOADERS:** Should local rules require the use of Transfer Men (loaders for the handling of equipment, costumes, props, etc., from truck to stage and return) theses shall be provided by Local Presentor and at Local Presentor's sole cost.

**MUSIC STANDS:** 6 music stands and 6 chairs with lights are required for on-stage orchestra, and may have to be relocated at some point in the performance.

**AUDITORIUM AVAILABILITY:** Company requires use of auditorium 5 hours prior to show on day of performance. Load-in time will be set when Company stage manager contacts local Presentor one week prior to performance date.

**LUGGAGE:** Luggage consists of approximately 10 suitcases with costumes, props, instruments, coat hangers for costumes. The trunks containing costumes should be place in the corridor of the dressing rooms and the company road crew will be on hand to direct placement of the cases

**TRUCK and BUS PERMITS:** Local Presentor agrees to obtain all permits and authorizations necessary to allow a fifty-three foot trailer plus tractor access to loading door one hour prior to and for the duration of the take-in and take-out, and parking space for the full size charter bus.

**BILLING:**

Billing shall be as follows:

*Direct from Cádiz, Spain*

**COMPañIA FLAMENCA EDUARDO GUERRERO**

**Eduardo Guerrero, Artistic Director**

Featuring Full Company of Dancers and Live Orchestra

***Performing "Flamenco Pasión"***

Any and all advertising and promotion for Company (print, radio, video) shall be listed as outlined above. Any and all promotional materials and advertising must be submitted to Columbia Artists Management for approval before it is released to the media and general public.

**COMPANY SEATS:** ~~20~~ complementary tickets per performance

10, see MAC RIDER #17

15

Handwritten signatures and a circular stamp. The stamp contains the word "COLUMBIA" and some illegible text.

COMPañIA FLAMENCA EDUARDO GUERRERO

COMPAÑIA FLAMENCA EDUARDO GUERRERO – Technical Addendum

5

AMENITIES: The area should be set up close to the dressing rooms, for the exclusive use of the company upon arrival to the theatre and should include the following:

- a. A large Urn or Kettle to provide constant source of hot water for making tea.
- b. Fresh regular coffee (no decaffeinated needed)
- c. Ample cups for the company and crew (25)
- d. Tea bags (black, green and herbal teas), lemon, honey, sugar and milk
- e. Cold drinks to include Coke, Diet Coke, Sprite, and fruit juices, i.e. orange juice, apple juice, grape juice
- f. Ice and 4 cases of purified spring water
- g. In addition, presenter must provide 25 deli sandwiches, 25 yogurts (plain and assorted fruit), assorted fresh fruit, chocolate bars, and salty snacks. Please provide appropriate flatware for the above.
- h. A hot meal for 25 persons following performance served buffet style.

READ AND UNDERSTOOD BY

PRESENTOR'S TECHNICAL DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

AGREED TO AND ACCEPTED BY:

PRESENTOR  DATE 8/16/18  
BRIAN CAPUTO, VP ADMINISTRATION & CFO

 DATE \_\_\_\_\_

Alison Ahart-Williams, COO, SVP, & Executive Producer  
Columbia Artists Management, LLC

COMPAÑIA FLAMENCA EDUARDO GUERRERO

**Presenter/Venue Information Sheet**

Alison Williams, Senior Vice President and Chief Operating Officer

Telephone: 212-841-9735

Email: aaw@caml.com

**MARKETING/CONTRACTS**

TELEPHONE: 212-841-9754 // E-MAIL: jcairl@caml.com

**Presenter/Venue Information**

Presenter: COLLEGE OF DUPAGE

Presenter address: 425 FAWELL BLVD, GLEN ELLYN, IL 60137

Venue name: MCANVINCH ARTS CENTER

Venue physical address: 425 FAWELL BLVD, GLEN ELLYN, IL 60137

Backstage/Loading Dock Address see above

Backstage Phone Number: 630-942-2913 (JOE HOPPER)

Executive Director/President: DIANA MARTINEZ

Phone 630-942-3007 Cell \_\_\_\_\_ E-mail martinezd59@cod.edu

Tech Director: JOE HOPPER

Phone 630-942-2913 Cell \_\_\_\_\_ E-mail hopper@cod.edu

Event/Production Coordinator: same as above

Phone \_\_\_\_\_ Cell \_\_\_\_\_ E-mail \_\_\_\_\_

Marketing/Publicity: ROLAND RAFFEL

Phone 630-942-2263 Cell \_\_\_\_\_ E-mail raffel@cod.edu

Merchandise: JOE HOPPER

Phone 630-942-2913 Cell \_\_\_\_\_ E-mail hopper@cod.edu

Box Office: INIE ELGES

Phone 630-942-3017 Cell \_\_\_\_\_ E-mail elgesj@cod.edu

Please supply the Production Manager with the following local contact details on advance: Available doctor, physiotherapist, laundromat, dry cleaners, and taxi company

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

This Rider, dated **Wednesday, August 8, 2018**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Columbia Artists Management LLC f/s/o Compania Flamenca Eduardo Guerrero**. (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. Inclusive of the Artist's rider which is included in, and is an integral portion of, this 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. In the event of conflict of terms between the portions of this Agreement, said conflict(s) shall be reconciled via mutual agreement.

**Payment**

5. Payment will be in the form of a College of DuPage check or ACH Payment. Please see Artist Addendum 1.
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. If possible/best efforts will be made.
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. Please see Artist Addendum 1. This executed Agreement shall constitute a payable invoice.

**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. COI and Endorsement Page will be issued after August 31, 2018.
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. Prior to any such refunding of deposits, both parties agree to make good efforts, in good faith, to reschedule this engagement in accordance with the terms of this Agreement, which will remain standing in its entirety.

**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** Artist's rider is included in, and is an integral portion of, this agreement.

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. If possible/best efforts will be made.
14. The MAXIMUM sound pressure level (SPL) at the FOH mix position shall be 103 dB, C weighted. THIS IS STRICTLY ENFORCED.

**Ticketing**

Final ticket counts will be provided immediately upon Artist's request.

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 40 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. If possible/best efforts will be made. Artist will receive 15 complimentary tickets.

#### 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. Clause 21 to be reciprocal.

#### 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. Sponsorship of Purchaser via an outside party will in no way constitute Artist endorsement thereof.

#### 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. Purchaser commission will be net of taxes.
- 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 For available press materials, please visit: [www.Columbia-Artists.com](http://www.Columbia-Artists.com)
- 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. Pending advance with company manager and Artist availability.

#### 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. Terms met.

**COLLEGE OF DuPAGE  
McAninch Arts Center**

**ARTIST / ARTIST'S REPRESENTATIVE**

By: 

Diana Martinez  
Director, McAninch Arts Center

Date: 08/15/18

By: 

Alison Ahart-Williams, COO, SVP, & Executive Producer  
**Columbia Artists Management LLC** or  
Artist Representative  
f/s/o Compania Flamenca Eduardo Guerrero

Date: 08/22/2018

By: 

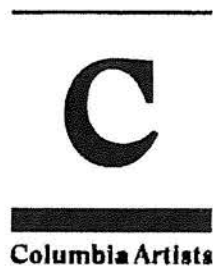
Brian Caputo, VP Administration CFO  
College of DuPage

Date: 8/11/18

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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, murre@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



**Artist Addendum 1 to Contract**

If paid by a check, please make out to **Columbia Artists Management LLC** and mail to:

**Attn: Georgina Ryder  
Columbia Artists Management LLC  
5 Columbus Circle & 1790 Broadway, 16<sup>th</sup> Floor,  
New York, NY 10019**

If paid by wire, send to:

**Name: Columbia Artists Management LLC  
Address: 1790 Broadway, New York, NY 10019  
Bank Address: 1370 Avenue of the Americas, New York, NY 10036  
Account: 530114747  
ABA/Routing Number: 021000021  
Bank Name: JP Morgan Chase  
Swift Code: CHASUS33  
Reference: Compania Flamenca Eduardo Guerrero – Glen Ellyn, IL**