

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1561307  
Vendor Name: The Howard Pitch Entertainment  
Invoice Number: 101918  
Invoice Date: 10/10/18  
PO Number: B0360429  
Check Number: 0241626  
Check Amount: \$ 7,500.00  
Check Date: 10/17/2018  
Department ID: 11601  
Reviewer Name:  
Voucher Number: V0534083  
Redaction Type: None  
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

## PAYABLES BLANKET ORDER REQUEST FOR PAYMENT

**AP VERIFIED**  
**10/11/18 - ROBERT MAREK**

10/10/2018 9:06

E-MAILED OCT 10 2018

Payment Date 10/19/2018

Blanket Order # 360429

Line # Line 1

Payment Amount \$ 7,500.00

Vendor # 1561307

Vendor Name The Howard Pitch Entertainment Company, Inc.

Documents Attached Contract

Account # 05-60-11601-5309001

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

DESCRIPTION ARTIST FEE DEPOSIT

Authorized Signature Ellen M. Howard

Date 10/10/18

Fully Executed Date 05/30/18



3657 Roblin Blvd - Unit 201  
Winnipeg, MB  
R3R 0E2  
Phone: 204-477-1398  
Email: info@howardpitch.com

howardpitch.com

## ENGAGEMENT AGREEMENT

ARTIST Rider attached hereto hereby made a part of this contract

Agreement made this 6<sup>th</sup> day of January, 2018 between **The Howard Pitch Entertainment Company, Inc.** (hereinafter referred to as the "PRODUCER") f/s/o **Presley, Perkins, Lewis & Cash: A Million Dollar Christmas** (hereinafter referred to as the "ARTIST") and **McAninch Arts Center / Diana Fernandez** (hereinafter referred to as "PURCHASER").

COLLEGE OF DU PAGE

1. **Venue & Address**

McAninch Arts Center  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

2. **Date(s) of Engagement: December 21, 2018**

- a. Number of shows: One (1)
- b. Doors: 6:30 pm
- c. Show Time(s): 7:30 pm
- d. Length of Each Show: 75-90 minutes

w/ 20-minute INTERMISSION

3. **Billing:**

100% Sole Headline Billing as: "Presley, Perkins, Lewis & Cash: A Million Dollar Christmas"

4. **ARTIST Guarantee:**

\$15,000.00 USD (Fifteen Thousand U.S. Dollars) flat Guarantee.  
Payment Terms outlined in paragraph 9.

5. **Production and Catering:**

- a. PURCHASER to provide and pay for sound, lights and backline as outlined in the ARTIST rider (if attached) or as advanced with ARTIST representative.
- b. PURCHASER agrees to provide 3 meals or \$30 buyout per person for the day of the show and hospitality as per ARTIST rider (if attached) or as advanced with ARTIST representative.

6. **Accommodations and Transportation:**

- a. PURCHASER agrees to provide and pay for first class local ground travel to/from ORD or MDW airports/venue/hotel for all members of ARTIST's group.

- b. PURCHASER agrees to provide and pay for seven (7) single rooms at ARTIST approved 5-star hotel for up to two (2) nights.

7. **Special Provisions:**

- a. The ARTIST executes this agreement as an independent contractor, not as an employee of the PURCHASER.  
b. This Engagement is not to be advertised or publicized in any manner or form until this contract is fully processed and signed by both parties, unless prior approval has been obtained in writing from ARTIST's agency.  
c. Cancellation: There are no cancellation privileges of than act of G-D or PURCHASER breach.

8. **ARTIST Rider (applicable only if rider attached):**

- a. PURCHASER shall provide and pay for all terms and conditions as outlined in the ARTIST rider.

9. **Payment Terms:**

- a. Deposit in the amount of \$7,500.00 USD shall be paid in the name of PRODUCER, The Howard Pitch Entertainment Company, Inc., to be received no later than October 21, 2018.

All payments are to be made via college check and sent to:

The Howard Pitch Entertainment Company, Inc.  
3657 Roblin Blvd - Unit 201  
Winnipeg, MB, R3R 0E2

*or ACH payment. See MAC Rider #5.*

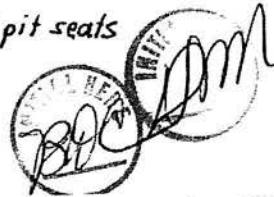


- b. Balance of \$7,500.00 USD is due upon demand on the day of the engagement by college check made payable to PRODUCER, The Howard Pitch Entertainment Company, Inc. BALANCE IS GUARANTEED RAIN OR SHINE

*or ACH Payment. See MAC Rider #5.*

10. **Scaling and Ticket Prices:** *780 plus 40 optional pit seats* ~~2000~~ @ TBD

- a. ARTIST Comps: Ten (10)



11. **Merchandise:**

- a. *100%* to ARTIST; ARTIST Sells, *if PURCHASER provides seller, ARTIST will pay \$50 for staffing cost. See MAC RIDER #26*

ARTIST rider shall form a part of this contract, and must be reviewed, signed by the PURCHASER, and returned to PRODUCER with this contract. In the event of a conflict between the provisions of this contract and said rider, the terms of the rider shall prevail.

<<Signature page to follow>>

ARTIST: Presley, Perkins, Lewis & Cash  
PERFORMANCE DATE: December 21, 2018

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract and the attached rider (if any).

PURCHASER Signature: Brian W. Caputo  
Signatory Name: ~~Diana Fernandez~~ **BRIAN CAPUTO, VP**  
**ADMINISTRATION & CFO**  
Date: \_\_\_\_\_

PURCHASER: McAninch Arts Center  
Address: 425 Fawell Blvd  
City/State: Glen Ellyn, IL  
Zip Code: 60137  
Phone: 630-942-3007

PRODUCER Signature: Howard Pitch  
Signatory Name: Howard Pitch  
Date: May 29, 2018

PRODUCER: The Howard Pitch Entertainment  
Company, Inc. f/s/o Presley, Perkins,  
Lewis & Cash  
c/o Address: 3657 Roblin Blvd - Unit 201  
City/Province: Winnipeg, MB  
Postal Code: R3R 0E2  
Phone: 204-477-1398

BE IT FURTHER AGREED ADDITIONAL PROVISIONS ON THE FOLLOWING PAGES ARE INCORPORATED AS PART OF THIS AGREEMENT

ALL ATTACHED RIDERS ARE ALSO PART OF THIS CONTRACT

**ADDITIONAL TERMS AND CONDITIONS**

**A. COMPENSATION**

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

**B. TICKETS**

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from AGENT or PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

**C. FACILITIES**

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.

- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

#### D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

#### E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of

transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST, whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. *ARTIST AND PRODUCER WILL MAKE EVERY EFFORT TO RESCHEDULE, see MAC RIDER #9*

#### F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party. *ARTIST AND PRODUCER WILL MAKE EVERY EFFORT TO RESCHEDULE, see MAC RIDER #9*

#### G. INTENTIONALLY LEFT BLANK

#### H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, house boards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

#### I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement. *If mac provides seller ARTIST will pay venue \$50 for staffing costs. No fee if ARTIST provides seller.*

#### J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement, and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

#### K. PURCHASER DEFAULT

- (1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities

and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

- (2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement(s) hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

#### L. INSURANCE/INDEMNIFICATION

**ARTIST SHALL PROVIDE CERTIFICATE OF INSURANCE, see**

- (1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.
- (2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

MAC  
RIDER  
#8  
INITIAL HERE  
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Proof  
PROVIDED  
UPON  
REQUEST  
ONLY

#### M. INTENTIONALLY LEFT BLANK

#### N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

#### O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions ~~most favorable to PRODUCER and ARTIST shall control.~~ *Mutual*

#### P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement. *agreement shall prevail*

#### Q. MISCELLANEOUS PROVISIONS

- (1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
- (2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.
- (3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and BAA immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or BAA may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or BAA performance of its obligations or receipt of consideration hereunder would, as reasonably determined by BAA or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or BAA.
- (4) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.
- (5) This Agreement shall be construed in accordance with the laws of the Province of Manitoba applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever



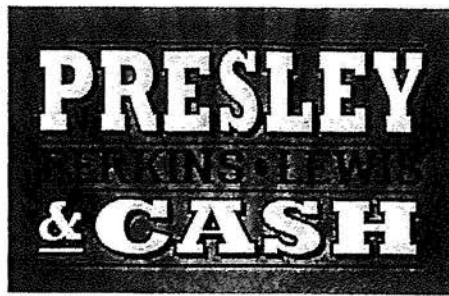
ARTIST: Presley, Perkins, Lewis & Cash  
PERFORMANCE DATE: December 21, 2018

*Illinois See MAC Rider #11.*

- derived, shall be resolved in ~~Winnipeg in the Province of Manitoba~~ *Illinois* in accordance with the laws of that Province; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in ~~Winnipeg in the Province of Manitoba~~ *State of Illinois* and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.
- (6) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.
  - (7) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.
  - (8) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. **THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.**
  - (9) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.
  - (10) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

#### R. AFM PROVISIONS

- (1) Whenever the term "Federation" is used herein it shall mean the American Federation of Musicians of the United States and Canada. Whenever the term "Local Union" is used herein it shall mean the Local Union of the Federation with jurisdiction over the territory in which the engagement covered by this contract is to be performed.
- (2) No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.
- (3) It is expressly understood by the parties hereto that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 7 above, and therefore, neither the Federation nor the Local Union shall be liable for the performance of breach of any provision hereof.
- (4) A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by the contract for purposes of communicating with the ARTIST(s) performing the engagement and the PURCHASER



April 2017

## CONTRACT RIDER

Updated April 2017

### Media Requests / Advance Contact:

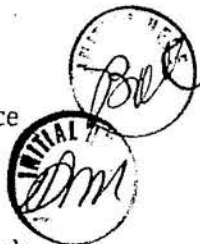
Amanda Extence  
The Howard Pitch Entertainment Company  
204-477-1398  
[amanda@howardpitch.com](mailto:amanda@howardpitch.com)

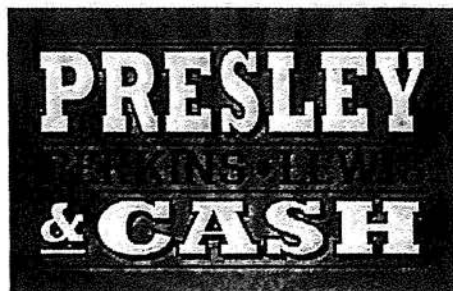
### Technical Advance Contact:

Travis Johnson  
218-343-1402  
[travis@teconcertservices.com](mailto:travis@teconcertservices.com)

This rider is hereto attached and incorporated as part of the contract dated 01/06/18, 201\_\_  
between **The Howard Pitch Entertainment Company, Inc.** ("Producer") f/s/o **Presley, Perkins,  
Lewis & Cash** ("Artist") and MCANINCH ARTS CENTER ("Purchaser") for the engagement on  
12/21/18 at MCANINCH ARTS located in GLEN ELLYN, IL  
CENTER

1. Correct Show Billing: **Presley, Perkins, Lewis & Cash**
2. Reach out to Amanda Extence (contact information above) for all promotional materials and any questions about this rider. Purchaser shall not infer in any advertising that Producer and/or Artist are any way affiliated or associated with Million Dollar Quartet© The Musical or Million Dollar Quartet© The Tour. Failure to comply with this requirement shall constitute a material breach of this agreement by Purchaser.
3. Purchaser to provide adequate security for stage during performance, and backstage before and after performance.
4. Purchaser to provide a well-lit, clean and lockable climate controlled dressing room with private and clean washroom facilities, a full-length mirror, table and chairs, 12 clean hand/face towels and 8 bath towels.
5. Purchaser to provide catered meals, \$30 per CONTRACT. \$35/person meal buyout or food vouchers to cover 3 meals per person for the day of the show (up to 8 people). If catering meals – please send proposed menu to Amanda Extence for approval in advance.



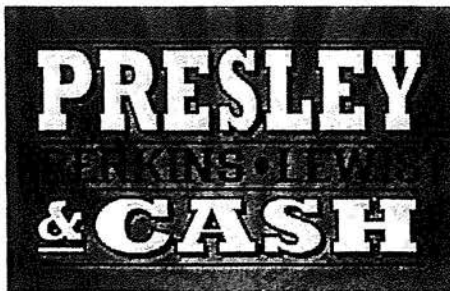


April 2017

6. Backstage hospitality to consist of sandwich/deli tray (including whole grain bread and condiments), vegetable platter, assorted fruit, cookies/muffins, soft drinks, coffee, one (1) case (24 bottles) water and ~~one (1) case (12 bottles) of domestic or imported beer during show (no Bud Light or Miller Lite)~~. Backstage items to be delivered to dressing room for sound check and replenished as necessary. NO ALCOHOL,  
see MAC  
Rider #23
7. Please have 6 bottles of water and 6 hand/face towels on stage prior to performance.
8. Purchaser to provide and pay for up to eight (8) non-smoking single king hotel rooms including internet access for rooms. Hotel should be a 4 star quality (Radisson, Marriot, Hilton, etc.) **and be a full service hotel with a restaurant/lounge within. NO MOTELS.** It is the Purchaser's responsibility to make sure reservations are secured and are under Artist and each individual band member's name (Artist to provide names during advance - contact Amanda Extence for this information). **Artist will normally fly in the night before performance date** (to prevent airline delays and show cancellations) and as such rooms Purchaser will be required to provide and pay for two (2) nights of accommodations, unless otherwise agreed to on the contract face.
9. Purchaser to arrange and pay for all ground transportation to, from and between airport, hotel and venue as required by Artist unless previous arrangement has been agreed to on the contract face. INITIALS  
BAC
10. Artist may choose to sell merchandise post show. In the event Artist chooses to sell merchandise, Purchaser to provide two tables and three reserved chairs (and a seller if possible) in prominent location in lobby. 100% of proceeds from merchandise sales retained by Artist. *if ARTIST sells own merchandise.*
11. Artist to receive ten (10) complimentary tickets per show. Amanda Extence will provide a list of names during advance. *IF PURCHASER provides seller, ARTIST will pay \$50 staffing fee, see MAC RIDER #26*
12. In venues with moveable seating, front row of seats should be as close to the front of the stage as possible and no more than 6-8 feet from the front of the stage.

Paragraphs one (1) through twelve (12)

Agreed & Accepted by Purchaser



April 2017

<<FOR CANADIAN DATES ONLY>>  
**R105 - NON-RESIDENT WITHHOLDING & GST**

N/A

**GST:** Producer is a Canadian entity therefore GST/HST shall be due to Producer on Canadian dates. Please reach out to amanda@howardpitch.com for our GST/HST number or if there are any questions. No GST/HST is requested to be paid with the deposit, the full GST/HST amount will be due payable with the final balance, directly to Producer.

**NON-RESIDENT WITHHOLDING:** Producer will be responsible for withholding and remitting the 15% non-resident withholding tax to the Canada Revenue Agency for the Presley, Perkins, Lewis, & Cash engagement referenced herein between The Howard Pitch Entertainment Company, Inc. ("Producer") and \_\_\_\_\_ ("Purchaser").

Per Canada Revenue Agency Regulations:

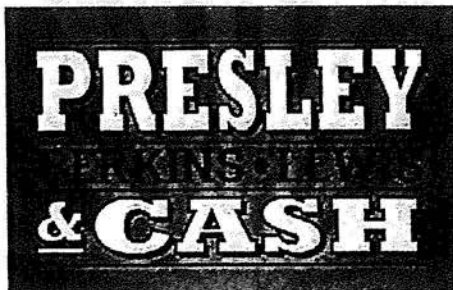
*Any person, whether a resident of Canada or not, who pays a non-resident for services rendered in Canada has to withhold a portion of the gross payments and remit this amount to the Receiver General for Canada.*

As Purchaser is paying guarantee to Producer, a Canadian entity, there is to be no withholding on the guarantee stated on the attached contract. Producer assumes the responsibility of withholding and remitting to the Canada Revenue Agency on payments made to each individual non-resident cast member, as required.

Purchaser acknowledges and agrees to the above statements related to the Non-Resident Withholding Tax (R105) and agrees that there will be no withholding on payments made to The Howard Pitch Entertainment Company, Inc. or their Booking Agency under this agreement.

<Canadian Dates Only> Non-Resident Withholding & GST Terms

Agreed & Accepted by Purchaser: \_\_\_\_\_  
N/A - NON-CANADIAN DATE



April 2017

## TECHNICAL PRODUCTION RIDER

### Technical Advance Contact:

Travis Johnson

218-343-1402

[travis@teconcertservices.com](mailto:travis@teconcertservices.com)

We do not travel with crew. Please provide FOH engineer, MON Engineer, Lighting Director, Backline Tech, and Follow Spot Operator.

### AUDIO:

Please provide a Professional Concert Audio System capable of producing 110db at FOH position (distortion free). Please provide a separate Monitor console with operator. We have 24 inputs total. MON Console needs to be able to do (6) separate monitor mixes plus a cue mix for MON engineer. We need a total of (8) monitor wedges. We need (2) separate wireless hand held microphones with Beta 58 Capsules.

Vocal Effect of wet, hall reverb sound: 2.4 decay combined with Single Slap delay....it only repeats one time, close together. About 157 milliseconds.

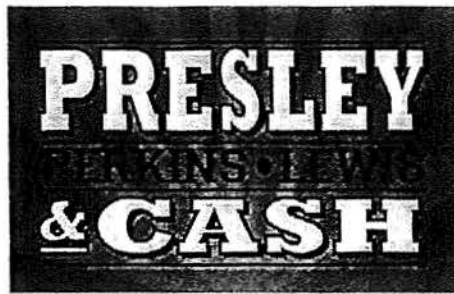
Delay example: [http://www.youtube.com/watch?v=O4\\_5593-skQ](http://www.youtube.com/watch?v=O4_5593-skQ) (Gene Vincent - Be Bop A Lula)

Reverb example: <https://www.youtube.com/watch?v=1sv-vo3ptRo> (Ricky Nelson - Lonesome Town)

This Vocal Effect is too be used in the FOH Mix for all vocals, and also needs to be used in the Monitors on Mix 1 (Jerry Lee Lewis Mix). Please mute these effects when the band is talking to the audience in between songs.

Mix 1 will require (2) wedges, the upstage wedge must be placed on a road case lid or similar to get the wedge about 1' off the ground. Lewis is up and down, standing on key bench, etc...wedge placement is critical for his performance.

We have a total of (7) vocals, (6) main-stage and (1) offstage/Guest/Spare.



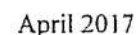
April 2017

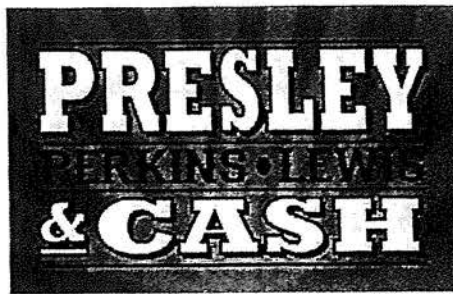
## **LIGHTING:**

Please provide a Professional Concert Lighting System with a minimum of (24) Par 64-1K fixtures, 3 color stage wash with full dimming capabilities, and (6) Lekos. A follow spot with operator is needed. Lewis is up and down throughout his performance, and Presley is all over the stage and does go near to or into the crowd (depending on venue set-up). Please mute the FX in the FOH and on MON console when the band is talking to the crowd.

## **VIDEO:**

A short video with audio will need to be played at the beginning of the performance. House Left and Right Screens are ideal. Amanda Extence will email you a Dropbox link containing a wmv file during advance of the non-technical show details. Please advise Amanda if have difficulty downloading the file.





April 2017

Toms must have bottom heads and bass drum must have a front head. Hardware to include snare stand, hi-hat stand, three cymbal stands with cymbals, bass drum pedal, and stool.

Required Cymbals:

Zildjian A or K 20" Ride

Zildjian A or K 14" Hi Hats

Zildjian A or K 16" Crash

Zildjian A or K 18" Crash

- 1- Keyboard                      1<sup>st</sup> choice: Yamaha cp 300  
   2<sup>nd</sup> choice: Yamaha p 250  
   3<sup>rd</sup> choice: Yamaha p 200  
   4<sup>th</sup> choice: Yamaha p 150

**Absolutely no substitutions to above listed models!**

- 1 - Keyboard Stand            Heavy-Duty Deluxe X ERGO-LOK Keyboard Stand

- 1 - Keyboard Bench          very important, piano bench will NOT do! Ideally needs to be a padded, adjustable bench. A wooden ORGAN bench will work as well  
   1<sup>st</sup> choice is the ProLine PL1250

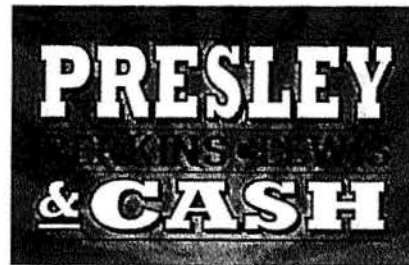
- 5 - Guitar Stands              2 onstage // 3 backstage

**Sound, Lighting & Backline Requirements**

Agreed & Accepted by Purchaser

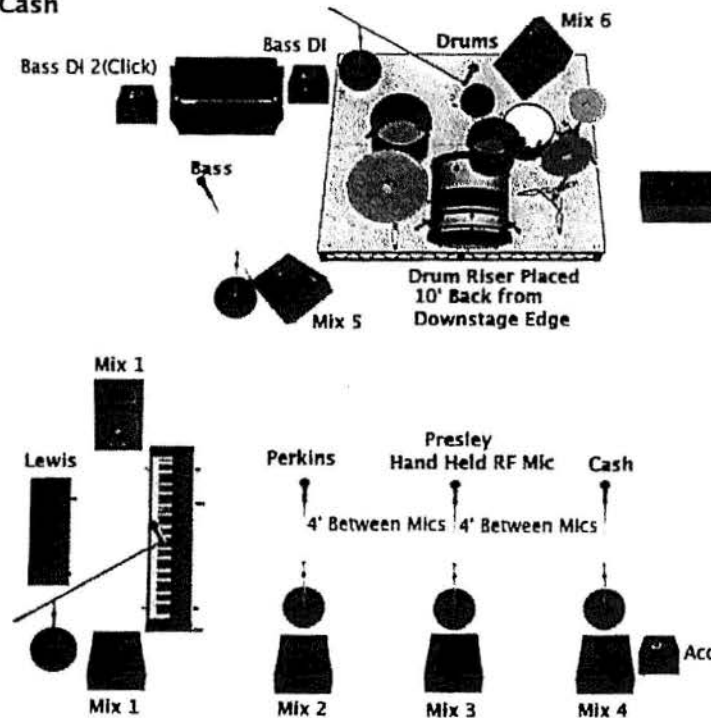
BRIAN CAPUTO Page 7 of 7  
VP ADMINISTRATION & CFO

Technical Advance Contact:  
 Travis Johnson  
 218-343-1402  
[travis@teconcertservices.com](mailto:travis@teconcertservices.com)



Updated January 2017

**Presley, Perkins, Lewis, and Cash**



Minimum Stage Size: 20' x 20'  
 Drum Riser: 8'x8' Carpeted

Offstage/Guest Vocal  
 Hand Held RF Mic

Production Advance: Travis Johnson  
 218-343-1402  
[travis@teconcertservices.com](mailto:travis@teconcertservices.com)

1. Kick	B52	Short	11.AC. Guitar	DI	21.Video L			
2. Snare	B57	Short	12.Key L	DI	22.Video R			
3. Hats	SM81	Short	13.Key R	DI	23.Ipod L			
4. Rack	B98	Clip-on	14.Lewis Vox	Tall	24.Ipod R			
5. Floor	B98	Clip-on	15.Perkins Vox	Tall				
6. OH SR	SM81	Tall	16.Presley RF Vox	Tall				
7. OH SL	SM81	Tall	17.Cash Vox	Tall				
8. Bass		DI	18.Bass Vox	Tall				
9. Bass 2(Click)		DI	19.Drum Vox	Tall				
10.E. Guitar	B57	Short	20.Guest RF	Tall				

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

This Rider, dated **Wednesday, April 25, 2018**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **The Howard Pitch Entertainment Company, Inc. f/s/o Presley, Perkins, Lewis & Cash: A Million Dollar Christmas** (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**

Purchaser shall add Artist as additionally insured.

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

**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. ARTIST shall retain 100% of sales if ARTIST provides seller. The PURCHASER shall receive \$50 if PURCHASER provides seller. 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: 

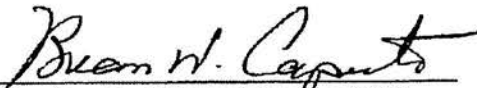
Diana Martinez  
Director, McAninch Arts Center

By: 

The Howard Pitch Entertainment Company,  
Inc or Artist Representative

Date: 04/25/18

Date: May 29, 2018

By: 

Brian Caputo, VP Administration CFO  
College of DuPage

Date: 4/27/18

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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

## CONTRACTOR'S LIABILITY INSURANCE ADDENDUM

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. **An endorsement page showing coverage must accompany the certificate of insurance.** The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

### TYPE OF INSURANCE

### MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

#### Commercial General Liability including:

1. Premises – Operations	\$1,000,000 / \$2,000,000
2. Explosion, Underground and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	
7. Bodily Injury	

#### Automobile Liability

Owned, Non-owned, or Rented	\$1,000,000 / \$2,000,000
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Workers' Compensation and Employers' Liability      As Required by Applicable Laws.

Professional Liability      If Performance Specifications are Required by the Contract

### HOLDER NAME & ADDRESS

College of DuPage  
425 Fawell Blvd  
Glen Ellyn, IL 60137



-----  
From: junokasm@cod.edu  
Sent: Wed Oct 10 09:32:59 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]