

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1438848  
Vendor Name: BiCoastal Productions, LLC  
Invoice Number: BO360006/113018  
Invoice Date: 11/30/18  
PO Number: B0360006  
Check Number: E0070517  
Check Amount: \$ 12,000.00  
Check Date: 11/21/2018  
Department ID: 11601  
Reviewer Name:  
Voucher Number: V0542628  
Redaction Type: None  
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

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From: junokasm@cod.edu  
Sent: Thu Nov 15 10:42:12 CST 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]

# PAYABLES BLANKET ORDER REQUEST FOR PAYMENT

BICOASTAL PROUDCTIONS

10/24/2018 16:35

E-MAILED NOV 1 2018

Payment Date 11/30/2018 ACH

Blanket Order # 360006

Line # Line 1 Only

Payment Amount \$ 12,000.00

Vendor # 1438848

Vendor Name BiCoastal Productions

Documents Attached Contract


Account # 05-60-11601-5309001

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

DESCRIPTION ARTIST FEE FINAL

**AP VERIFIED**  
**11/15/18 - MARIA ZERRUDO**

Authorized Signature



Date

11/15/18



**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:**

1438848  
BiCoastal Productions, LLC  
247 West 38th St  
Suite 403  
New York, NY 10018  
Attn: Catherine Porter  
  
Phone: 123-123-1234  
Fax:

**Ship To:**

BLANKET PO  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
  
Purchasing, Manager  
  
Phone: 630-942-2378  
Fax:

**CONFIRMATION OF ORDER**

360006

**Page:** 1  
**Release Method:** Hard Copy  
**Release Date:** 08/30/2018  
**Need By Date:** 08/22/2018

**Purchase Order Comments:**

Blanket Order needed.

Ellen McGowan will submit contract with payment request to Payables as needed.

ACH 1: \$3,000.00 (deposit, Line 1) - needed 9/7/18.

ACH 2: \$12,000.00 plus \$480.00 (balance, Line 2 & 3) - to process for 11/30/18.

FE Contract, Board Approval & COI attached.

**Requisition Numbers:** 668682

**Requisitioner Name(s):** Ellen McGowan

Vendor Item	QTY	UOM	Description	Unit Price	Total Price
	1	Each	12/07/18 Doo Wop Project Deposit per att'd contract  Deliver To: McGowan, Ellen	\$3,000.00	\$3,000.00
	1	Each	12/07/18 Doo Wop Project Balance per att'd contract  Deliver To: McGowan, Ellen	\$12,000.00	\$12,000.00
	1	Each	12/07/18 Doo Wop Project Hospitality Buyout per att'd contract  Deliver To: McGowan, Ellen	\$480.00	\$480.00

<b>SubTotal</b>	<b>\$15,480.00</b>
<b>Shipping &amp; Handling</b>	<b>\$0.00</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$15,480.00</b>

Account Code Summary		
Account Code	Account Description	Amount
05-60-11601-5309001		\$15,000.00
05-60-11601-5501001		\$480.00

**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

**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:**

1438848  
BiCoastal Productions, LLC  
247 West 38th St  
Suite 403  
New York, NY 10018  
Attn: Catherine Porter

Phone: 123-123-1234  
Fax:

**CONFIRMATION OF ORDER**

360006

**Page:** 2

**Release Method:** Hard Copy

**Release Date:** 08/30/2018

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

**Ship To:**

BLANKET PO  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

Purchasing, Manager

Phone: 630-942-2378  
Fax:

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.

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.

CONTRACT APPROVAL COVER SHEET

Contract Name: BiCoastal Productions/The Doo Wop Project Performance Contract  
 Requesting Department: The MAC Date Initiated: 05/10/18  
 Contact Name: Diana Martinez/Ellen McGowan Phone: 3007/3009  
 Email Address: martinezd59@cod.edu/mcgowan@cod.edu

Vendor Name: BiCoastal Productions, LLC Phone: 212-268-6969  
 Vendor Contact: Ron Gartner Email: talent@bicoastalproductions.com  
 Total Contract: \$ 15,000.00 Contract Dates: Start: 12/07/18  
 FY Budget \$ 15,000.00 End: 12/07/18  
 Vendor 1: Name Sole Source Quote: \$ \_\_\_\_\_  
 Vendor 2: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_  
 Vendor 3: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Contract Purpose: Artist The Doo Wop Project to perform at the MAC on 12/07/2018. Artist is a Sole Source because they are a performing group that provides a unique service no other group can provide.

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

Ellen McGowan  
Ellen McGowan  
D 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

DM 5-16-18

## CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature.

Submit the contract, along with this form and all required support documents as outlined below, to Purchasing in the Berg Instructional Center (BIC), Room 1540 or via email at [purchasing@cod.edu](mailto:purchasing@cod.edu). Purchasing will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation:

- ☐ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☐ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☒ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes.
- ☐ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☒ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.
- ☒ 6. If vendor will be providing a service on campus a Certificate of Insurance is required. For additional information contact Risk Manager.

*will forward to Purchasing when it is received from agent*

Upon signature, the original contract will be returned to the requester. It is the responsibility of the requester to forward all fully executed contracts/agreements, no matter the dollar amount, to the Purchasing Department by emailing to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu) for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s). Once fully executed, requester will scan a copy of the complete contract and email to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu).

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.



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

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

n/a BiCoastal is an established vendor in  
the college's payment system

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

(same as above)

3.) Certificate of Insurance for date of performance, including endorsement page. Please see attached "Contractor's Liability Insurance Addendum" 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 05/22/18



DCA Agency #1407953  
247 West 38<sup>th</sup> Street, Suite 403 – New York, NY 10018  
(212) 268-6969 / talent@bicoastalproductions.com

## **Engagement Agreement**

Agreement made January 30, 2018 by and between the following parties: McAninch Arts Center (hereinafter referred to as "Purchaser") and The Doo Wop Project LLC (hereinafter referred to as the "Producer") furnishing the services of The Doo Wop Project (hereinafter referred to as the "Artist").

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRESENTER and/or PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

### **DESCRIPTION OF PRIMARY DETAILS AGREED TO BETWEEN THE PARTIES**

**KEY CONTACTS:** *BRIAN CAPUTO - VP ADMINISTRATION & CFO*  
SIGNATORY: Diana Martinez – (630) 942-3007 / martinezd59@cod.edu  
DAY OF SHOW: Diana Martinez – (630) 942-3007 / martinezd59@cod.edu  
TECH: Joe Hopper – (630) 942-2913 / hopper@cod.edu  
BOOKING AGENT: Gina Marasigan - (212) 268-6969 / gina@bicoastalproductions.com  
ARTIST ADVANCE: Kurt Lane - (503) 701-9242 / kurt@hardlandmanagement.com



### **ENGAGEMENT VENUE:**

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

### **DATE & SHOW TIME:**

Friday, December 7, 2018  
Showtime: 7:30 PM  
Doors Open: 6:30 PM

### **NUMBER & LENGTH OF PERFORMANCES:**

One 90-minute performance  
INTERMISSION: Yes - 20 Minutes

### **RADIUS CLAUSE:**

Artist shall not perform any publicly advertised performance within 35 miles of venue 60 days prior to or 30 days after the performance date.

**CONTRACT FEE:**

GUARANTEE: \$15,000.00

**PAYMENT SCHEDULE:**

DEPOSIT: \$3,000.00

BALANCE: \$12,000.00

PAYABLE ON/BEFORE: 7/30/18

PAYABLE: 12/7/18

**Deposits Payable to:** BiCoastal Productions, LLC

**Balance Payable to:** BiCoastal Productions, LLC

Deposits are non-refundable; cancellation of event by Purchaser within ninety (90) days of event, payment equal to 75% of the full Guarantee is due. Cancellation of event within thirty (30) days of performance, payment in full is due.

**PAYMENT METHOD:**

**DEPOSITS:**

*If deposits are made via ACH or Wire Transfer, payments shall be made to the following bank account (Written notice that the transfer has been scheduled must be provided to agent within 1 business day):*

**Account Name:** BiCoastal Productions, LLC

**Account Number:** 238909939

**Routing Number:** 021000021

**Bank Name:** JP Morgan Chase Bank

**Bank Address:** 1411 Broadway, New York, NY 10018

*If deposits are made via company check, payments should be mailed to the following address:*

BiCoastal Productions, LLC

247 W. 38<sup>th</sup> St., Suite #403

New York, NY 10018

**BALANCE:**

*Preferred: ACH transfer to BiCoastal Productions account above-listed*

*Secondary Option: Company check via FedEx to BiCoastal Productions office.*

**ADDITIONAL PROVISIONS**

- **TRAVEL & ACCOMMODATIONS**
  - Air: Included in fee.
  - Ground: Purchaser to provide ground transportation from/to airport, venue, hotel
  - Hotel: Purchaser to provide 10 single rooms for up to 2 nights (12/6/18 & 12/7/18)
  - Hospitality & Meals: Purchaser to provide hospitality per rider
- **PRODUCTION:**
  - Backline: Purchaser to provide backline per rider
  - Sound & Lights: Purchaser to provide sound & lights per rider
  - Additional Terms: N/A
- **MERCHANDISE POLICY:** 90/10 Venue sells

**ARTIST BILLING:** The Doo Wop Project: "A Doo Wop Christmas"

**MEET & GREET:** Per-Advance

**ARTIST COMPS:** Purchaser to provide Artist with (10) complimentary tickets.  
(any unused tickets will be released back to venue prior to performance)

**ANNOUNCEMENT & ON-SALE INFORMATION:**

ANNOUNCE DATE: TBD

ON-SALE DATE: TBD

**TICKET SCALING: TBD**

	Price	Quantity	Comps	Gross
Ticket Type				
Ticket Type				
Ticket Type				
<b>Total</b>				

Addendum "A" (Additional Terms and Conditions), Artist Rider and any other Producer or Purchaser Addenda referenced herein (if any) are all attached hereto and fully incorporated herein by reference.

This agreement, dated January 30, 2018, must be signed by Purchaser and returned to BiCoastal Productions, LLC together with any advance deposit (if required), within a 30 (thirty) day period from the date of this agreement in order to be considered valid. Unless prior arrangements for an extension have been made and agreed to in writing, Producer/Artist will not be able to guarantee availability on the event date specified herein, should a signed agreement not be received within the specified period.

**THE PARTIES SIGNING BELOW ARE OF PROPER AUTHORITY TO EXECUTE THIS AGREEMENT**

**ACCEPTED & AGREED TO (Purchaser):**

McAninch Arts Center, COLLEGE OF DUPAGE  
425 Fawell Boulevard  
Glen Ellyn, IL 60137

By: Brian W. Caputo  
Signature

Name: BRIAN CAPUTO

Title: VP ADMINISTRATION & CFO

Date: 5/17/18

**ACCEPTED & AGREED TO (Producer):**

The Doo Wop Project LLC  
c/o BiCoastal Productions, LLC  
247 W. 38<sup>th</sup> St., Suite #403  
New York, NY 10018

By: [Signature]  
Signature

Name: JOE EARTNER

Title: Agent MANAGING PARTNER

Date: 5/18/18

## **ADDENDUM A (Additional Terms and Conditions)**

### **1.) RIDER**

Artist's rider will be attached to this agreement. Such Rider shall form a part of this contract as fully set forth above. Said Rider shall supersede any other Rider that Purchaser may or may not attach to contract.

### **2.) SOUND/LIGHTING/STAGING**

In addition to house sound and lighting, Purchaser shall furnish to Artist any additional staging, sound and lighting equipment that the Artist may require, at Purchaser's sole cost.

### **3.) ADVERTISING**

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, posters, houseboards and social media. Purchaser may only use Artist's name and pre-approved materials, pictures, photographs, image or other identification of artist (collectively, "Artist's Likeness") in connection with Purchaser's advertising and publicizing of the Engagement. 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 or Producer's Agent. Purchaser may not advertise the performance prior to contract execution without express approval of Producer or Producer's Agent. Advertising of performance without such approval may result in applicable penalties.

### **3.) TICKET COUNTS**

Purchaser agrees to provide Producer, Artist or BiCoastal Productions, LLC with updated ticket counts upon request. Should the Purchaser use a ticketing service with capabilities to provide automated sales reports to the Agent's email address, the Purchaser must enroll the email address of admin@bicoastalproductions.com to receive these reports when tickets are listed for sale.

### **4.) TICKET SCALING**

Purchaser will clearly input the specific capacity, gross potential, and ticket price breakdown of the facility where Artist is to perform under this agreement on the face of the contract that this agreement is attached hereto.

### **5.) ADMISSION POLICY**

Purchaser agrees that if NO ADMISSION is charged to any part of the audience for the engagement hereunder, this condition must be so stated on the face of the attached contract. If, at the engagement, there is evidence that admission was or is being subsequently charged for Artist's performance, Purchaser agrees that Producer/Artist must receive one hundred percent (100%) of the admission receipts collected.

### **6.) 90 DAY OUT CLAUSE**

A ninety day (90 day) Out Clause will be in effect with reference to this contract pertaining to the appearance of Artists: Dominic Nolfi, Dominic Scaglione Jr, Charl Brown, Dwayne Cooper and Russell Fischer. Any time prior to 90 days from the date of the show, the artist(s) may exercise this option if he is offered a Broadway show, a national tour of a Broadway show, a regional theatre production, motion picture, television or recording project whose contractual obligations conflict with the date of the performance specified in this Agreement. In the unlikely event that the artist(s) exercises the right to the 90 Day Out Clause, BiCoastal Productions will provide an artist of equal caliber to perform the concert as stated in this contract, subject to the approval of Purchaser. As a precaution, BiCoastal Productions suggests that the Purchaser display the following disclaimer in all advertising and public relations materials: "Artists Subject To Change Without Notice."

### **7.) GROSS POTENTIAL**

In the event Producer/Artist is to receive a percentage of the gross receipts for this engagement pursuant to the terms hereof, the term "gross receipts" or "gross box office receipts" or similar phrases, shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performances with no deductions of any kind, less only federal, state or local admissions taxes and allowable discounts as approved by Producer/Agent in writing. The Purchaser agrees to scale the ticket prices for this engagement to guarantee potential as stated on the face page of this contract.

#### 8.) OUTSIDE USE

Purchaser shall not make or permit others to make any radio or television broadcast, any motion picture, or any sound recordings of Artist's performance hereunder, except with prior written approval from Producer and/or Producer's Agent.

#### 9.) FORCE MAJEURE

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.

*PURCHASER & ARTIST SHALL MAKE EVERY EFFORT TO RESCHEDULE A MUTUALLY AGREEABLE DATE, see MAC RIDER #10*

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.

#### 10.) INCLEMENT WEATHER

Notwithstanding anything contained 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.

#### 11.) SEVERABILITY

If any portion of this agreement is in conflict with any applicable Federal or State law in force or hereafter in-acted, such provision shall become inoperative, but all other provisions of this agreement shall remain in force and intact.

#### 12.) INTERPRETATION & DISPUTES

The agreement shall be interpreted in accordance with the laws of the State of ~~New York~~ *ILLINOIS, see MAC RIDER #11*. All disputes arising under this Agreement shall be heard in a court of competent jurisdiction located in the ~~City of New York~~ *and State of New York only*. The prevailing party in any such action shall be entitled to receive his, hers, or its reasonable attorney's fees and costs.

#### 13.) MODIFICATION OF AGREEMENT

No purported modification or amendment of this Agreement shall be of any force or effect unless and until reduced to writing and signed by both Purchaser and by an authorized representative of Producer or BiCoastal Productions, LLC.

#### 14.) AGENT RESPONSIBILITY

It is expressly agreed that BiCoastal Productions, LLC acts herein as the Agent for Producer/Artist and is not responsible for any act of commission or omission on the part of Producer/Artist or Purchaser.



**15.) NON-LIABILITY OF AGENT**

Purchaser acknowledges that BiCoastal Productions, LLC and all direct and indirect employees and contracts of this company is/are not a party to this Agreement, has made no warranties or representations to Purchaser, and is not legally responsible for the performance or non-performance of the Agreement by the Producer or Artist.

**16.) ENTIRE AGREEMENT**

This instrument and addendum and the attached rider constitute the entire agreement of the parties with respect to the subject matter addressed herein. There are no other promises, understandings, agreements, representations, warranties or obligations by and between the parties except for those which are expressly contained in this document or the addendum and rider.

**17.) ADDITIONAL TERMS**

Additional terms and conditions, if attached, are hereby part of this agreement. Receipt of this agreement does not imply or guarantee performance.



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

This Rider, dated **Wednesday, May 2, 2018**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **The Doo Wop Project**. (herein known as ARTIST).

### **Relationship / Provisions**

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

### **Payment**

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

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

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

### **Choice of Law and Forum**

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

### **Tech / Hospitality Rider**

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

### **Ticketing**

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

#### **License / Permits**

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

#### **Tobacco / Alcohol / Drug Clause**

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

#### **Sponsorship**

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

#### **Merchandising / Concessions**

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. The PURCHASER shall provide seller, and shall receive 10% of the gross of all souvenir sales as a concession fee, payable in cash, upon the completion of sales. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.
- 26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

#### **Marketing / Public Relations / Programs**


27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to
- a. High resolution (300 dpi or higher) electronic photos
  - b. Press kit including bio, reviews, photos
  - c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.
28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.
29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

#### **Performance Radius**

30. Artist will not perform at other venues within 35-mile radius of McAninch Arts Center, 90 days (3 months) prior to and after performance.

**COLLEGE OF DuPAGE  
McAninch Arts Center**

**ARTIST / ARTIST'S REPRESENTATIVE**

By: 

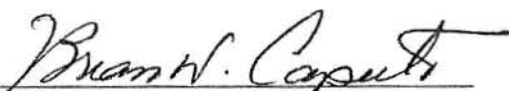
Diana Martinez  
Director, McAninch Arts Center

By: 

The Doo Wop Project or  
Artist Representative

Date: 05/07/18

Date: 5/18/18

By: 

Brian Caputo, VP Administration CFO  
College of DuPage

Row 6 PARTNER  
MANAGING PARTNER

Date: 5/17/18

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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

## General Information

THE DOO WOP PROJECT travel with FIVE (5) principle singers and FIVE (5) musicians. If there are any changes to the travel party size the Manager will provide the exact number upon advance of this engagement.

### **Running Time:**

THE DOO WOP PROJECT show is a 90-minute (maximum) performance without an intermission. In the event an intermission is required the show will be performed in TWO (2) 45-minute halves. Intermissions are not to exceed TWENTY (20) minutes in length.

### **Security:**

PURCHASER shall guarantee adequate SECURITY at all times to insure the safety of the ARTIST'S instruments and personal property from the beginning of load-in to completion of load-out. During sound check, performance, and after show, PURCHASER will have security backstage. PURCHASER is held responsible for the personal belongings and musical equipment of the ARTIST. Security will be required to be present at any meet & greets and in merchandise area while the ARTIST is present.

### **Meals / Hospitality:**

HOSPITALITY: PURCHASER shall provide refreshments and meals in quantities sufficient for TWELVE (12) people. Please discuss with the Manager what times this should be made available.

A HOT, HEALTHY and balanced meal consisting of a MEAT AND A FISH OR VEGETARIAN entree, TWO (2) vegetable sides, salad and dessert should be provided between sound check and show time for 12 people.

On shows where a catered meal is not possible a meal buyout in the amount of **\$480.00 per show day** is required. This fee will be pro-rated for multiple shows in one day. That fee will be determined upon advance. Buyout should be paid to the Day of Show contact at sound check in CASH.

COLLEGE CHECK OR ACH  
PAYMENT, see MAC RIDER #5

### **Hospitality in Artist's Dressing Room:**

Please note the following hospitality to be provided upon ARTIST arrival regardless of catering buyout.

- TWENTY FOUR (24) chicken, turkey, tuna, and/or veggie wraps/sandwiches.
- TWO (2) 24 COUNT cases of bottled water at room temperature (16.9oz bottles)
- EIGHT (8) bottles Gatorade (Orange Flavor Please)
- Coffee and Tea for TWELVE (12) people. Please include, cream, sugar,



honey & lemon.

- ~~FOUR (4) bottles of quality wine: two white and two red.~~ *NO ALCOHOL, see MAC RIDER #23*
- ~~ONE (1) six pack of imported beer.~~
- Assorted soft drinks - Coke, Diet Coke, Sprint
- Assortment of Whole Fresh Fruit (Bananas, Apples, Oranges, Fresh Berries)
- Assorted Fresh Veggie Tray
- Assorted snacks - Energy Bars, chips, nuts, etc.



All plates, napkins, utensils, napkins and cups (hot & cold) as needed.

### **Wardrobe:**

PURCHASER shall supply a hand-held steamer, iron, and ironing board for ARTIST'S wardrobe. If possible PURCHASER shall also supply personnel to operate steamer and iron, although this is not a requirement.

## **Technical Information**

### **Sound:**

In the event that the PURCHASER / PRESENTER'S facility does not conform to the ARTIST'S minimal technical requirements, as outlined below, additional personnel and/or production may be required and is the sole responsibility of the PURCHASER / PRESENTER. If the facility does not conform to the show's minimum requirements, please notify the Manager immediately.

Please have all sound equipment including the house sound system and accessories (sound boards, microphones, speakers, cables, monitors, etc.) and all backline instruments and amplifiers present and fully operational no later than 5 hours before the scheduled event start time.

ARTIST will arrive approximately 4 hours before show time.

### **Personnel:**

PURCHASER shall provide and pay for the following personnel:

- Front of house engineer with full working knowledge of system.
- Monitor engineer with full working knowledge of monitor system.
- Light Designer with full working knowledge of light system.
- Backline tech with full working knowledge of all backline.
- TWO (2) Spot operators.
- TWO (2) Loaders to be available upon ARTIST arrival and 15 minutes following show. (May double as stage crew and spot op's if need be).

Any requested changes must first be discussed with Ron Gartner at BiCoastal Productions. talent@bicoastalproductions.com; 212-268-6969

AGREED AND ACCEPTED BY:

PURCHASER:

AGENT:

Brian W. Caputo

[Signature]

NAME: BRIAN CAPUTO, VP ADMINISTRATION  
DATE: 5/17/18 & CFO

NAME:  
DATE:

5/18/18

RON GARTNER  
MANAGING PARTNER