

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1549432  
Vendor Name: Chaplin Entertainment, Inc.  
Invoice Number: B0373147  
Invoice Date: 04/01/21  
PO Number: B0373147  
Check Number: 0278678  
Check Amount: \$ 9,250.00  
Check Date: 04/05/2021  
Department ID: 11601  
Reviewer Name:  
Voucher Number: V0671316  
Redaction Type: None  
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

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From: Zerrudo, Maria <zerrudom@cod.edu>  
Sent: Mon Apr 05 08:18:51 CDT 2021  
To: invoicing@cod.edu  
CC:  
Subject: FW: Manual Check Approval Chaplin Entertainment  
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**From:** Sekerka, Joyce <sekerkaj@cod.edu>  
**Sent:** Friday, April 2, 2021 4:15 PM  
**To:** Zerrudo, Maria <zerrudom@cod.edu>  
**Subject:** FW: Manual Check Approval Chaplin Entertainment

Hi Marivic,

Please process this approved check request from Ellen Roberts. Also, this check should be added to the check-listing to be picked up by Joe Hopper on Wednesday.

Thanks,  
Joyce

**Joyce Sekerka**  
**Accounts Payable Supervisor**  
**College of DuPage**  
425 Fawell Blvd.  
Glen Ellyn, IL 60137-6599  
630-942-2293  
Email: [sekerkaj@cod.edu](mailto:sekerkaj@cod.edu)

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**From:** Roberts, Ellen <[roberts@cod.edu](mailto:roberts@cod.edu)>  
**Sent:** Friday, April 2, 2021 4:10 PM  
**To:** Humphrey, Vera <[humphreyv@cod.edu](mailto:humphreyv@cod.edu)>  
**Cc:** McGowan, Ellen <[mcgowan@cod.edu](mailto:mcgowan@cod.edu)>; Sekerka, Joyce <[sekerkaj@cod.edu](mailto:sekerkaj@cod.edu)>  
**Subject:** RE: Manual Check Approval Chaplin Entertainment

Good afternoon,

Attached please find the approved form.

Thank you,

Ellen

Ellen M. Roberts  
Interim Vice President, Administrative Affairs  
**College of DuPage**  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
[roberts@cod.edu](mailto:roberts@cod.edu)  
630-942-2218

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**From:** Humphrey, Vera <[humphreyv@cod.edu](mailto:humphreyv@cod.edu)>  
**Sent:** Friday, April 2, 2021 5:57 AM  
**To:** Roberts, Ellen <[roberts@cod.edu](mailto:roberts@cod.edu)>  
**Cc:** McGowan, Ellen <[mcgowan@cod.edu](mailto:mcgowan@cod.edu)>; Sekerka, Joyce <[sekerkaj@cod.edu](mailto:sekerkaj@cod.edu)>  
**Subject:** FW: Manual Check Approval Chaplin Entertainment

Hi Ellen,

For your approval.

Thank you.

Vera Humphrey  
Administrative Assistant to the  
Interim Vice President  
of Administrative Affairs

College of DuPage | 425 Fawell Blvd | SRC 2130 | Glen Ellyn, IL 60137  
630-942-4285 (ph) | 630-942-2297 (fax)



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**From:** McGowan, Ellen <[mcgowan@cod.edu](mailto:mcgowan@cod.edu)>  
**Sent:** Thursday, April 1, 2021 9:45 PM  
**To:** Humphrey, Vera <[humphreyv@cod.edu](mailto:humphreyv@cod.edu)>  
**Subject:** Manual Check Approval Chaplin Entertainment

Hi Vera,  
Please have Ellen R approve the attached BO for check print on 4/7/21. This one is for the deposit for the Texas Tenors on 4/11/21.  
Please forward to Payables once signed off.  
Thank you.

Ellen McGowan  
Business Manager  
McAninch Arts Center  
College of DuPage  
425 Fawell Boulevard  
Glen Ellyn, IL 60137  
Phone 630.942.3009  
Fax 630.942.3002

[attachment: Chaplin Ent BO FE Contract 04-11-21.pdf]





**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:**

1549432  
Chaplin Entertainment, Inc.  
1350 Broadway Ste 303  
Ste 303  
New York, NY 10019  
Attn: Randy Chaplin

Phone: 212-695-8888  
Fax:

**CHECK ENCLOSED****PO NO. 373147****4/1/2021 kc****APPROVED**

By Ellen M. Roberts at 4:09 pm, Apr 02, 2021

**PURCHASE ORDER**

373147

**Page:** 1**Release Method:** Hard Copy**Release Date:** 04/01/2021**Created Date:** 04/01/2021**Ship To:**

BLANKET PO  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

Purchasing, Manager

Phone: 630-942-2378

Fax:

**Deliver To:** McGowan, Ellen**PO Created By:** Casey, Kevin**Purchase Order Comments:****AP VERIFIED****04/05/21 - MARIA ZERRUDO****Requisition Number(s):** 684447**Requisitioner Name(s):** Ellen McGowan

#	Vendor Item	QTY	UOM	Description	Unit Price	Total Price
1		1	Each	Artist Fee, The Texas Tenors 04-11-21 Deposit, per attached contract	\$8,750.00	\$8,750.00
				<b>Deliver To:</b> McGowan, Ellen		
2		1	Each	Artist Travel, The Texas Tenors 04-11-21, per attached contract	\$500.00	\$500.00
				<b>Deliver To:</b> McGowan, Ellen		
					<b>Sub Total: \$</b>	<b>9,250.00</b>
					<b>Total: \$</b>	<b>9,250.00</b>

**Account Code Summary**

Account Code	Account Description	Amount
05-60-11601-5309004		\$500.00
06-40-05502-5309004		\$8,750.00

**Terms and Conditions:**

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

**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

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.

**PURCHASE ORDER**

373147

**Page:** 2**Release Method:** Hard Copy**Release Date:** 04/01/2021**Created Date:** 04/01/2021

## CONTRACT APPROVAL COVER SHEET

Contract Name: Chaplin Entertainment/The Texas Tenors Performance ContractRequesting Department: The MAC Date Initiated: 08/27/20Contact Name: Diana Martinez/Ellen McGowan Phone: 3007/3009Email Address: martinezd59@cod.edu/mcgowan@cod.eduVendor Name: Chaplin Entertainment Inc Phone: 212-695-8888Vendor Contact: Randy Chaplin Email: randy@chaplinentertainment.comTotal Contract: \$ 9250 (D-Chaplin)/ \$8750 (B-The Texas Tenors) Contract Dates: Start: 04/11/21FY Budget \$ 18,000.00 End: 04/11/21Vendor 1: Name N/A - Sole Source Quote: \$ \_\_\_\_\_

Vendor 2: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Vendor 3: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Contract Purpose: Artist The Texas Tenors to perform at MAC on 04/11/21. Artist is Sole Source and is the only vendor who can provide desired service.

Contract Type:



Independent Contractor



Service Agreement



Lease




Construction



Other

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

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

Print
Sign
Requester: Ellen McGowan
  
 Ellen McGowan (Aug 28, 2020 13:49 CDT)
Budget Mgr.: Ellen McGowan
  
 Ellen McGowan (Aug 28, 2020 13:49 CDT)
Dept. Adm.: Diana Martinez

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

Purchasing Dept. Use Only

Comments \_\_\_\_\_

**REVIEWED**

By Lisa Erl at 2:49 pm, Mar 18, 2021

Approval Initials \_\_\_\_\_

## 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 as soon as it 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.**

### Professional Services Exemption Approval Form

Requester Name	Ellen McGowan/Diana Martinez	Date	08/27/20	
Phone	3009/3007	Email	mcgowan@cod.edu/martinezd59@cod.edu	
Title	Business Mgr/MAC Director	Department Name	MAC	
Divisional Administrator Signature	<i>Diana Martinez</i>	Date Signed	Aug 28, 2020	
Vendor Name	Chaplin Entertainment Inc/The Texas Tenors	Contact Name	Randy Chaplin	
Address	1650 Broadway Ste 303	City	New York	ST NY
Phone Number	212-695-8888	Email	randy@chaplinentertainment.com	
Total Contract Amount	\$ 18,000.00			
Type of Service	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="radio"/> Architectural/Engineering  <input checked="" type="radio"/> Artistic/Performer  <input type="radio"/> Consulting  <input type="radio"/> Environmental    Other _____ </div> <div style="width: 45%;"> <input type="radio"/> Financial  <input type="radio"/> Investigative  <input type="radio"/> Legal  <input type="radio"/> IT </div> </div>			
Scope of Work	Artist The Texas Tenors to perform at the MAC 04/11/21.			
Skills, Experience, Knowledge, Education Requirements	Artists chosen to perform at MAC are specific to season programming plans of MAC Director. Artists are selected based on cultural relevance, quality of act, audience interest, and potential profitability. Performance Season requires a variety of artist styles.			
Professional and Business Judgment Requirements	Artist must meet MAC requirements to provide performance relevant to the MAC mission of cultural experience and entertainment to our audiences.			
Price Reasonableness	All MAC Artist contract fees are negotiated by MAC Director with Artist Agent. Fees are based on revenue potential and expense estimate.			

#### Procurement Services Use Only

☐ Approved

☐ Rejected

*Theresa F. Doberstyn*

Procurement Services Manager Signature

Approved 3.12.2021

Date



# Chaplin Entertainment Inc.

Talent and Literary Agency

1650 Broadway - Suite 303

New York, NY 10019

Telephone: 212-695-8888 Facsimile: 212-581-0624

RIDER ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made on this 31st day of July 2019 between Chaplin Entertainment (hereinafter referred to as "AGENT") o/b/o "The Texas Tenors, LLC" (hereinafter referred to as "PRODUCER")- f/s/o The Texas Tenors (hereinafter referred to as "ARTIST") and McAninch Arts Center (hereinafter referred to as "PURCHASER").

**Purchaser Contact:** Diana L. Martinez | Director | martinezd59@cod.edu | 630.942.3007

**Production Contact:** Joseph Hopper | Production Manager | 630.942.2913

**PR Contact:** Sean Katz | sean@katzpr.com | 212-489-5595

It is mutually agreed between the parties as follows:

## SIGNED CONTRACTS DUE TO CEI BY AUGUST 30, 2019

The PURCHASER herein engages the PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth, including those on the reverse side hereof entitled "Additional Terms and Conditions."

1. **Place of Engagement:** Belushi Performance Hall | Glen Ellyn, IL (Capacity 780 + add. 42 pit seats)
2. **Date of Engagement:** Sunday, December 13, 2020 Sunday, April 11, 2021
- a) **Number of Shows:** One (1)
- b) **Time of Show:** 7:00 pm
- c) **Length of Show:** Artist to perform their ~~Deep In The Heart of Christmas Show~~, two (2) forty-five (45) minute sets with a twenty (20) minute intermission.
- d) **Rehearsal:** Sunday, December 13, 2020 | Time TBD Sunday, April 11, 2021
- e) **Merchandise:** Artist to retain 90% of sales. If venue sells, there is an additional \$75 fee.
- f) **Exclusivity:** Artist shall not appear within thirty-five (35) miles of venue ninety (90) prior or after confirmed date.
3. **Billing:** (In all forms of advertising): Artists shall receive 100 % HEADLINE BILLING as follows: "The Texas Tenors: ~~Deep In The Heart of Christmas~~"
4. **FULL PRICE AGREED UPON:** \$17,500.00 (SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS) FLAT GUARANTEE

### PURCHASER TO PROVIDE AND PAY FOR: Two (2)

- Up to ten (10) double rooms for up to ~~one (1)~~ night (room & tax only).
- \$500 buyout for all local ground transportation to/from hotel and venue for artists.
- All production including all sound, lights, and backline per artist rider & reasonable catering requests as per artist rider (no alcohol)
- Artist requires ten (10) comp tickets.

\*\*Artist must provide certificate of Insurance.

Purchaser shall provide and pay for all terms and conditions contained in Artist rider attached hereto. All Accommodation and Travel arrangements are subject to PRODUCER's prior approval.

5. All payments shall be paid by PURCHASER in US FUNDS CERTIFIED or CASHIER'S CHECK, or CASH as follows:

- a. **DEPOSIT of \$9,250.00 (50% deposit + \$500 local transportation buyout) shall be paid to and in the name of AGENT, CHAPLIN ENTERTAINMENT, INC. and sent to the address above no later than SEPTEMBER 13, 2020 2021**  
FEDERAL ID. # 11-325-6959

February 28

- b. **BALANCE** in the amount of **\$8,750.00** shall be paid to and in the name of **PRODUCER: The Texas Tenors, LLC**, no later than immediately prior to the first performance on **DECEMBER 13, 2020**.  
**FEDERAL ID. # 56-202-156**

April 11, 2021

**ADDITIONAL TERMS AND CONDITIONS CONTINUED BELOW**

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

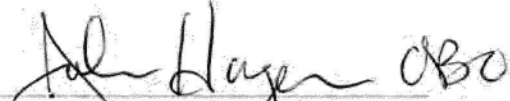
by: Ellen Roberts, Interim VP, Administrative Affairs

by:



3.22.2021

(Purchaser)

 OBO

(Producer)

The Texas Tenors, LLC

Return all signed contracts to Chaplin Entertainment Inc.

### Additional Terms and Conditions

6. PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deductions whatsoever. PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request of the admissions prices for the entertainment presentation.
7. 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. In the further 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 paid receipts, cancelled check or similar documents all such expenses or they shall not be included as an expense of the engagement. 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 this engagement only.
8. PURCHASER agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned all that is necessary for the proper presentation of the entertainment presentation, including a suitable theatre, hall or auditorium, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect working condition including microphone(s) in number and quality required by PRODUCER, dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in the principal newspapers and PURCHASER shall pay all other necessary expenses in connection therewith. 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. PURCHASER agrees to pay all amusement taxes. 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. PURCHASER agrees to comply promptly with PRODUCER's directions as to stage settings for the performance hereunder. If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stagehands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
9. PRODUCER shall have the sole exclusive control over the productions, presentation and performance of 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(s) hereinafter specifically named.
10. PRODUCER's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond PRODUCER's control.
11. In the event of illness, strike, law, Act of God, governmental regulation or other force majeure occurrence, PRODUCER is unable or is prevented from performing the engagement or any part thereof, 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 illness or force majeure occurrence. *The Parties acknowledge that the Force Majeure clause found in MAC RIDER 49 hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore. All other terms of the existing contract remain in full force and effect.* DM 97
12. Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence, and the PURCHASER shall remain liable for payment of the full contract price even if the performance(s) call for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.
13. Unless stipulated to the contrary in writing, PURCHASER agrees that PRODUCER may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder.
14. The entertainment presentation to be furnished by PRODUCER hereunder 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.
15. 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, with PURCHASER receiving 10% of sales plus an additional \$75 if PURCHASER sells, per contract face. DM 97



Pending approval from AGENT and ARTIST, PURCHASER shall only have the right to record and stream the visual and audio performances hereunder if a public health crisis such as, but not limited to, COVID-19 prevents public gatherings or mandates capacity limits on venue. Stream would be protected behind paywall.

16. PURCHASER shall not have the right to record, broadcast of televisio, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the engagement hereunder. It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of PRODUCER. DM JA

17. In the event PURCHASER refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, PRODUCER shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to PRODUCER by PURCHASER and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth. In addition, if, on or before the date of any schedule concert, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, 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 the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notices to PURCHASER to that effect, and in such event PRODUCER shall retain any amounts theretofore paid to PRODUCER by PURCHASER and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth.

18. Nothing in this Agreement shall require the commission of any act contrary to 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 and wherever there's any conflict between any provision of this Agreement and any law, rule or regulations, 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.

19. In the event of any inconsistency between the provisions of this contract 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. DM JA

20. PURCHASER hereby indemnifies and hold PRODUCER and ARTIST as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, 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 for 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, which claim does not result from the active negligence of the ARTIST and/or PRODUCER. mutually all Parties

21. This constitutes the sole, complete and binding agreement between the parties hereto. This contract may not be changed, modified or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the State of New York applicable to agreements entered into and wholly to be performed therein. PURCHASER shall not have the right to assign this Agreement, or any provision thereof, but PRODUCER shall have the right from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person, firm or corporation. This contract is not binding upon PRODUCER until executed and delivered to PURCHASER.

22. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER 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 AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

23. Chaplin Entertainment Inc. acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of Chaplin Entertainment Inc. it is agreed that neither PURCHASER nor PRODUCER will name or join Chaplin Entertainment Inc. as a party in any civil action or suit arising out of, in connection with or related to any acts of commission or omission pursuant to this agreement by either PURCHASER or PRODUCER.

## THE TEXAS TENORS RIDER 2019

THIS RIDER IS HERewith ATTACHED TO AND MADE PART OF THE CONTRACT DATED 07/31/19, BY AND BETWEEN THE TEXAS TENORS, LLC ["PRODUCER" herein] f/s/o THE TEXAS TENORS ["ARTIST" herein] and College of DuPage, McAninch Arts Center, ["PURCHASER" herein] and is intended by the parties to amend and supersede the applicable provisions of the attached Agreement dated 07/31/19 and all riders, if any attached thereto [collectively the "Agreement" herein]. In the event that you have any questions or concerns regarding any of these provisions please contact:

Marcus Collins ["TOUR MANAGER" herein] (713) 900-5642 [marcus@thetexasstenors.com](mailto:marcus@thetexasstenors.com)

Ed Sander ["TECHNICAL MANAGER" herein] (713) 900-5642 [tech@thetexasstenors.com](mailto:tech@thetexasstenors.com)

*Caro Agabeg*

*702-325-3141*

*Stageworks@ymail.com*

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR THE ENGAGEMENT:

CONCERT DATE: 04/11/21 TIME: 7p | PUBLIC SALE: (Y) (N) | ONSALE DATE: \_\_\_\_\_

VENUE: Belushi Performance Hall - McAninch Arts Center CAPACITY: 780 plus 42 pit seats

VENUE ADDRESS: 425 Fawell Blvd

CITY / STATE / ZIP: Glen Ellyn / IL / 60137

CONTACT: Diana Martinez

EMAIL: [martinezd59@cod.edu](mailto:martinezd59@cod.edu)

PHONE: 630-942-3007

PRODUCTION CONTACT: Joe Hopper

EMAIL: [hopper@cod.edu](mailto:hopper@cod.edu)

PHONE: 630-942-2913

HOTEL\*: DoubleTree by Hilton (Ule/Naperville)

\*Hotel must be approved by TOUR MANAGER

CITY / STATE: Lisle / IL

TRANSPORTATION CONTACT: Joe Hopper

EMAIL: [hopper@cod.edu](mailto:hopper@cod.edu)

PHONE: 630-942-2913

### I. GENERAL PROVISIONS:

College Check or ACH Payment *DMC*

1. **COMPENSATION:** A 50% deposit in the form of a ~~Cashier's or Certified Bank Check~~ *Cashier's or Certified Bank Check*, made payable to:

Chaplin Entertainment, shall be received by Chaplin Entertainment, no later than 09/30/20

The balance of fee and expense reimbursements, if any [separate checks required], made payable to THE TEXAS TENORS, LLC [EIN: 82-4293018], must be received by TOUR MANAGER at rehearsal/sound check prior to the performance.

2. ASSIGNMENT: This contract cannot be assigned or transferred without consent of the ARTIST. It contains the complete understanding of the parties hereto, and may not be amended, supplemented, varied or discharged except by instrument in writing. The validity, construction and effect of this contract shall be governed by the State of Nevada regardless of the place of performance. This contract is not binding upon the ARTIST until executed and delivered by the ARTIST to the PURCHASER.
3. WAIVER: All of the terms and conditions as contained in this Agreement are by their nature essential and fundamental to this Agreement in part or entirety. ARTIST accordingly reserves the right to construe PURCHASER'S failure to observe any of the said terms and conditions as a fundamental breach and anticipatory of this Agreement.
4. NON-PERFORMANCE: In the event that PURCHASER refuses, neglects or fails to provide any of the items or comply with any of the requirements herein stated, fails or refuses to make any of the payments as provided herein or otherwise to proceed with the engagement, ARTIST shall retain any amounts heretofore paid to ARTIST or Artist's representative by PURCHASER. PURCHASER shall remain liable to ARTIST for the entire contract price including ARTIST'S costs herein set forth.
5. CANCELATION OR POSTPONEMENT: PURCHASER agrees that with written notice ARTIST may cancel or postpone any performance [60] days prior to the commencement of this engagement in which event ARTIST shall be relieved of all liability hereunder.
6. FORCE MAJEURE: ARTIST'S obligation to perform as referred to herein is subject to the detention or Artist's inability to perform due to sickness, accident, means of transportation, acts of God, inclement weather, fire, riots, strikes, labor difficulties, epidemics, war, any acts or order to any public authority or any cause, similar or dissimilar, beyond ARTIST'S control. Notwithstanding the foregoing, provided ARTIST is ready, willing and able to perform, PURCHASER agrees to compensate ARTIST in accordance with the terms hereof regardless of acts of GOD, fire, accident, riot, strike or any event or events of any kind or character whatsoever, whether or dissimilar to the foregoing events which would prevent or interfere with the presentation of the performance hereunder. In the event of destruction of the facility by fire or national calamity, or any unforeseen circumstances, including strikes or lockouts, which shall render the fulfillment of this contract impossible, ARTIST shall not be held responsible for any damages caused thereby.  
The Parties acknowledge that the Force Majeure clause found in MAC RIDER #9 hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore.  
All other terms of the existing contract remain in full force and effect.
7. LEGAL AGE: PURCHASER warrants that he/she has the right to enter into this contract and is of legal age. DM JA
8. VENUE: PURCHASER warrants and represents that he/she is at the present time the owner/operator of, or has valid lease upon the place of performance covering the date(s) of this Agreement. PURCHASER shall furnish, at its sole cost and expense all facilities, equipment, services and personnel, which are customarily furnished by PURCHASER of first-class live, concert productions.
9. PERMITS: PURCHASER shall provide, at PURCHASER'S sole cost, all licenses, permits, authorizations and certificates required for each licensing authority, board, agency, guild or association properly having jurisdiction over any element of the engagement. Any taxes imposed by any government authority with respect to the use or occupancy of the venue of the engagement, sale of tickets, or the performance itself shall be paid by PURCHASER.
10. SECURITY: PURCHASER shall furnish ARTIST with reasonable and adequate security for duration of engagement. ARTIST reserves the right to refuse admission to the backstage area to any person(s) at ARTIST'S discretion.
11. COMPLIMENTARY TICKETS: PURCHASER shall provide ARTIST with (10) P1 complimentary tickets per performance. TOUR MANAGER will have comp list day of show as soon as possible.
12. CREATIVE CONTROL: ARTIST shall have the exclusive control, creative or otherwise, over the means and methods employed in fulfilling ARTIST'S obligations hereunder, in all respects and in all details and PURCHASER agrees to fully and promptly comply with all ARTIST'S written or oral directions. ARTIST shall have final approval over all material and matters relating to concert.
13. INSURANCE: PURCHASER agrees to provide comprehensive general liability insurance (including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of this installation and/or operation of the equipment and instruments provided by ARTIST and/or its employees, contractors and agents). Certificates of Insurance relating to the coverage shall be furnished by PURCHASER to ARTIST'S Company/Tour Manager at least fourteen (14) days prior to this engagement. ARTIST or ARTIST'S Tour Manager or agent's failure to request or review such insurance certificates shall not affect ARTIST'S right or PURCHASER'S obligations hereunder. The PURCHASER warrants that s/he has complete and adequate public liability insurance. PURCHASER'S certificate must be produced to the Tour Manager upon request.  
ARTIST shall provide PURCHASER with Certificate of Insurance and Endorsement Page, see MAC Rider #8 DM JA
14. INDEPENDENT CONTRACTOR: It is understood and agreed that ARTIST is signing this Agreement as an independent contractor and not as an employee of PURCHASER. This Agreement shall not in any way be construed so as to create a partnership or any other joint undertaking or venture between the parties hereto, and neither party shall become liable for any representation, act or omission of the other.

## II. ADVERTISING & PROMOTION:

1. CONCERT CONTENT: ARTIST'S REPERTOIRE AND/OR SPECIFIC PERFORMANCE CONTENT SHALL NOT BE ADVERTISED or PRINTED IN ANY FASHION WITHOUT TOUR MANAGER CONSENT.
2. BILLING: ARTIST to be billed and contracted as "THE TEXAS TENORS" not "TEXAS TENORS". ARTIST to receive 100% sole, exclusive headline billing in any and all advertising and publicity under the control of PURCHASER, pertaining to the engagement hereunder, including but not limited to internet, radio, television, newspaper advertising and all printed material, programs, flyers, signs, lobby boards, table cards and marquees unless otherwise agreed upon.
3. PROGRAM: All advertising and Playbill/Program information to be reviewed by TOUR MANAGER prior to production and release. ARTIST'S biographical information, approved current photos, layered files, sound and HD video clips can be obtained only through ARTIST'S Electronic Press Kit to be sent with advance by TOUR MANAGER.
4. INTERVIEWS AND PERSONAL COMMITMENTS: PURCHASER shall not make any commitments for ARTIST'S appearance at or participation in any reception, autograph/photo sessions, etc. without the prior express consent of TOUR MANAGER. PURCHASER agrees that such appearance is above and beyond the ARTIST'S responsibilities herein and ARTIST retains the right to determine the duration or extent of ARTIST'S participation in such event. Purchaser also agrees that, prior approval notwithstanding, ARTIST reserves the right to cancel such appearance, if necessary, due to time, travel or other considerations. Contact TOUR MANAGER with the above mentioned requests.
5. ENDORSEMENTS: The name and likeness of ARTIST may not be used or associated, directly or indirectly, with any product (whether sold at the concession or otherwise) or service without TOUR MANAGER consent.
6. RECORDING:
  - (a) PURCHASER shall not permit any recording, broadcast, filming or taping of performance or any portion thereof, without the express prior written consent of TOUR MANAGER.
  - (b) ARTIST allows and encourages photography by audience during the concert.

Pending approval from AGENT and ARTIST, PURCHASER shall only have the right to record and stream the visual and audio performances hereunder if a public health crisis such as, but not limited to, COVID-19 prevents public gatherings or mandates capacity limits on venue. Stream would be protected behind paywall.
7. MERCHANDISE: ARTIST shall have the right to offer for sale recorded materials and merchandise associated with ARTIST on the premises of the place of performance. Terms and conditions shall be agreed upon prior to the performance between the TOUR MANAGER and PURCHASER. PURCHASER will provide dedicated staff to sell and promote merchandise prior to, during, and after the performance. 10% of all merchandise sales will be given to the PURCHASER if staff is provided. If no staff is provided 100% of all proceeds will go to ARTIST. with PURCHASER receiving 10% of sales plus an additional \$75 if PURCHASER sells, per contract face.
8. SUPPORTING ATTRACTION: No Master of Ceremonies, announcer, stage act or any other performing artist shall appear in conjunction with ARTIST'S performance without the prior approval from TOUR MANAGER.

## III. PERFORMANCE REQUIREMENTS:

1. DRESSING ROOMS: PURCHASER shall furnish ARTIST and entourage with use of (4) private dressing rooms or (2) extra large dressing rooms, with lock, in reasonably close proximity to the stage. Dressing rooms must be properly heated and cooled, ventilated, cleaned and in good working order. Dressing Rooms must be equipped with electrical outlets, private lavatory facilities (or in close proximity to lavatory facilities which must be closed to the public) and stocked with facial tissue, soap, towels, clothing rack, lighted mirrors, chairs, full size iron with full size ironing board and steamer. Please have (1) experienced wardrobe person to assist in wardrobe prep 2 hours prior to concert. No wardrobe person required during performance.
2. REFRESHMENTS:
  - (48+) bottled non-carbonated water,
  - (12) cans of diet cokes (please check expiration date)
  - (1) gallon unsweet tea, (1) pot of coffee with cream/sugar and ice for drinks
  - (4) bottled ice coffee
  - (6) protein bars (Detour or Myoplex)
  - Tray of cold cuts and cheeses (real not processed ham, roast beef, salami, cheddar, provolone) 9+ servings
  - Pita chips with hummus, Spicy Doritos, Ruffles
  - Assortment of fruit and nuts: granny smith green apples, bananas and other fruit, nuts (almonds, cashews, macadamia)
  - Assortment of sugar free gum and mints



3. PRIVATE POST-REHEARSAL MEAL: PURCHASER to provide and pay for post sound check meal. Selections should include proteins, salad, assorted vegetables and dessert. (9) servings in a private area separate from venue crew, staff and public unless otherwise agreed upon. To be advanced by TOUR MANAGER.

#### **IV. TRANSPORTATION & ACCOMMODATIONS:**

1. ACCOMMODATIONS: PURCHASER to provide and pay for (9) KING, NON-SMOKING, rooms at 4-star hotel or higher arriving night before concert and night of concert(s) unless otherwise agreed upon. Please submit all accommodation to TOUR MANAGER for approval before booking.

2. GROUND TRANSPORTATION: PURCHASER shall provide the ARTIST with ground transportation and driver to/from airport, hotel and venue or BUYOUT as agreed upon in advance by TOUR MANAGER.

**V. TECHNICAL REQUIREMENTS:** PURCHASER agrees to furnish, at its sole expense, the following technical requirements and professional technicians to set-up, operate and strike equipment. Contact TECHNICAL MANAGER for questions or concerns.

1. TEMPERATURE: All indoor venues must be air conditioned unless otherwise agreed upon. Stage and backstage thermostat to be set to AC at 66 degrees or lower at load in through the end of performance. House thermostat to be set to AC with thermostat at 70 degrees or lower preferred. PRESENTER must have access to thermostat and maintain the temperature from load in to load out.

2. STAGE: PURCHASER to provide and pay for the following:

- 4 x regular bar height stools (30" or taller)
- 1 x riser for Guitars (12ft x 12ft)
- 1 x riser bass and keys (12ft x 8ft)
- 1 x riser for drum kit (8ft x 8ft)

3. INSTRUMENTATION: PURCHASER to provide and pay for the following backline\*\*:

- 1 x YAMAHA MOTIF ES 8 KEYBOARDS with SUSTAIN PEDAL with KEYBOARD STANDS
- 3 x DRUM THRONE - ADJUSTABLE SEAT (Drums, Keyboards, Guitar)
- 1 x SMALL 6 ch Mixer for Keyboard Player
- 12 x 1/4" TO 1/4" SHIELDED CABLES - 20 FT. LONG
- 4 x AC POWER STRIPS
- 4 x MUSIC STAND WITH LIGHTS
- 2 x SHURE BETA 58 MICROPHONES ON BOOM STAND (Guitar, Keys)
- 1 x 15" BASS CABINET SPEAKER (Any major brand)
- 1 x BASS HEAD - AMPLIFIER - MARKBASS (Little Mark II/III or similar) or AGUILAR (TH500/350) or Eden (WT series or similar)
- 7 x GUITAR STANDS
- 2 x VOX AC15, PEAVEY CLASSIC OR FENDER BLUES JR or DEVILLE 15 WATT AMP (NO FENDER TWIN REVERB)
- 1 x ACOUSTIC GUITAR WITH PICKUP (Martin or Fender)
- 1 x GUITAR VOLUME PEDAL
- GRETSCH (Brooklyn/Maple Renown) DRUM KIT or (Ludwig-Legacy/Classic Maple, Yamaha-Recording/Maple/Oak or Drum Workshop) All drum equipment must be in good working condition with no stripped threads on tension rods. Cymbal stands must have sleeves, felt washers and wing nuts:
- 1 x 16x20 kick drum (w/ port in head for mics)
- 1 x 5x14 brass snare drum (wood is acceptable if brass not available) with stand
- 1 x 9x12 rack tom (mounted off cymbal stand or kick), 1 x 14x14 floor tom (with legs)
- 1 x 14x16 or 16x16 floor tom (with legs), 5 x heavy duty boom cymbal stands
- 1 x heavy duty bass drum pedal (DW/Yamaha/Ludwig), 1 x heavy duty hi-hat stand (DW/Yamaha/Ludwig)
- CYMBALS (ZILDJIAN/SABIAN/PAISTE ALL ACCEPTABLE):
- 1 x 22" OR 20" Ride, 1 x set of 14" or 15" Hi-Hats -
- 1 x 16" or 17" Crash, 1 x 18" or 19" Crash, 1 x 18" EFX Crash
- PERCUSSION:
- 1 x mark tree (wind chimes), 1 x carpet (if drum riser is not carpeted)
- 1 x PLEXI DRUM SHIELD

**\*\*Substitutions and adjustments can be made. To be advanced by TECHNICAL MANAGER.**

4. SOUND: PA System should be able to accommodate full band and THREE TENOR voices without distorting or overloading with capability of covering the audience evenly. Left and Right OR Left, Center, Right configuration is acceptable; Front Fills are required and Sub-woofers. Line check should be complete before sound check, input list to be advanced by TECHNICAL MANAGER.

2 x wireless microphones are required for back up (Shure UHF-R Series with KSM9 capsule) in good condition with no signal loss/cut outs. ARTIST will provide 3 ULXD wireless microphones (L50 632-696mhz) for the tenors.  
4 x microphone stands with round bases in good condition  
4 x monitor wedges downstage for ARTIST  
4 x monitor wedges (for Keys, Bass and 2 Guitars) each on a separate mix  
1 x Line level mix to Drums (for wired in ears which we bring)  
1 x Line level mix to Keys (for wired in ears, he will use both in-ear and wedge)  
FOH audio console preference is M7, CL5, Venue SC48 or Profile  
Clear-com needed for all positions

**\*\*Substitutions and adjustments can be made. To be advanced by TECHNICAL MANAGER.**

5. LIGHTING: Lighting operator/programmer experienced on the current lighting rig and board in the venue to design lights in advance before arrival. Lighting cue sheet will be sent once the running order is set. To be advanced by ARTIST'S LD, contact provided by TECHNICAL MANAGER.

Stage washes to include: Amber, Red, Blue, Congo, No Color Pink color mix  
Cyc should include: Amber, Red, Blue color mix  
Conventional lighting focused on house with no color and blue options  
Moving Lights, LED color mix strip lights  
3 spots with experienced operators are required. Light intensity and color should match on all spotlights.  
Haze machine

**\*\*Substitutions and adjustments can be made. To be advanced by LIGHTING DESIGNER**

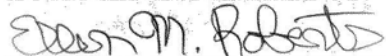
6. VIDEO: PURCHASER shall provide playback and projection of a MPEG/AVI file for computer-based playback with VGA input and cable drop in control booth or backstage. The projected image should be proportionate to house size. Upstage cyc projection preferred. To be mutually agreed upon in advance by TECHNICAL MANAGER.

**Rider to be advanced by TOUR MANAGER and TECHNICAL MANAGER prior to engagement:**

Marcus Collins ["TOUR MANAGER"] (713) 900-5642 marcus@thetexasstenors.com  
Ed Sandor ["TECHNICAL MANAGER"] (713) 900-5642 tech@thetexasstenors.com

**SPECIAL INSTRUCTIONS:**

**ACCEPTED AND AGREED TO:**



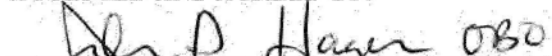
**PURCHASER**

3.22.2021

**DATE**

Ellen Roberts, Interim VP - Administrative Affairs

**ACCEPTED AND AGREED TO:**

 OBO

**THE TEXAS TENORS, LLC**

3/4/2021

**DATE**

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

*This Rider, dated Thursday, January 7, 2021, is hereby made a part of the attached contract/agreement between College of DuPage, McAninch Arts Center (herein known as PURCHASER) and The Texas Tenors LLC f/s/o The Texas Tenors (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. Due to the fact that PURCHASER is part of a Community College, deposits to ARTIST shall not exceed 25% of total fee, unless agreed upon in writing by both parties.

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

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. Neither party shall be liable for any failure or delay in performance of its obligations under this if Performance becomes impossible or impracticable and is not within a party's control due to Act of God, or "act of government" – any act or regulation on public spaces, of any public authority or bureau, civil tumult, strike, epidemic, interruption or travel bans, delay of transportation services, war conditions, emergencies, where an order by a government or a government agency in a country or state has prevented performance or invoked capacity restrictions on gatherings and businesses are imposed. The parties acknowledge and agree that the occurrence of Pandemic, including but not limited to COVID19, the H1N1 virus, or swine flu in an area in close proximity to the performance venue in and of itself is not deemed a Force Majeure Occurrence, unless the state or local government, or US Department of Health and Human Services declares an outbreak of the virus in the area in which the performance is scheduled to take place. Any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived. Any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser, or both parties will make every effort to reschedule the date within 18 months of the scheduled date. Presenter will serve notice to the agency of the artists, or agent of the artist will serve notice to the presenter "as soon as possible". The Parties also acknowledge that this Force Majeure clause hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore all other terms of the existing contract remain in full force and effect.
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, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, 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. 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.

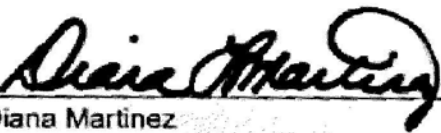
28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.


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.

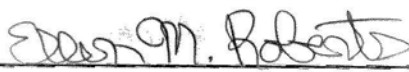


By:   
Diana Martinez  
Director, McAninch Arts Center

By:  OBO  
The Texas Tenors LLC f/s/o The Texas  
Tenors or Artist Representative

Date: \_\_\_\_\_

Date: 3/11/2021

By:   
Ellen Roberts, Interim VP Administrative Affairs  
College of DuPage

Date: 3.22.2021

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**McAninch Arts Center**  
**Contact Information**

Director - Diana Martinez	630-942-3007, <a href="mailto:martinezd59@cod.edu">martinezd59@cod.edu</a>
Contracts/ Payment - Ellen McGowan	630-942-3009, <a href="mailto:mccowan@cod.edu">mccowan@cod.edu</a>
Marketing Coordinator - Roland Raffel	630-942-2263, <a href="mailto:raffel@cod.edu">raffel@cod.edu</a>
Box Office - Julie Elges	630-942-3017, <a href="mailto:elgesj@cod.edu">elgesj@cod.edu</a>
Production Advance - Joe Hopper	630-942-2913, <a href="mailto:hopper@cod.edu">hopper@cod.edu</a>
Education Coordinator - Janey Sarther	630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org



TEXATEN-01

S4JWEBB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Naught-Naught Insurance Agency</b> <b>P.O. Box 10</b> <b>Ozark, MO 65721</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (800) 392-0423</b>		<b>FAX (A/C, No): (866) 779-8102</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  <b>Texas Tenors LLC</b> <b>3309 NW 92nd St</b> <b>Kansas City, MO 64156</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Cincinnati Spec. Und. Ins. Co.</b>		<b>13037</b>
	<b>INSURER B : Scottsdale Insurance Company</b>		<b>41297</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CSU 0080260	3/14/2021	3/14/2022	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
							MED EXP (Any one person) \$ <b>0</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XBS0123504	3/14/2021	3/14/2022	EACH OCCURRENCE \$ <b>3,000,000</b>
							AGGREGATE \$ <b>3,000,000</b>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>College of Dupage</b> <b>425 Fawell Blvd</b> <b>Glen Ellyn, IL 60137</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 