

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1082165
Vendor Name: East Coast Entertainment Inc.
Invoice Number: 2534246
Invoice Date: 9/24/2021
PO Number: B0000412
Check Number: E0086577
Check Amount: \$ 7,500.00
Check Date: 10/12/2021
Voucher Number: V0709347
Document Type: AP Invoice

Document Below

Receiving Report

Purchase Order #: B0000412

Report Date: 09/24/2021 11:19 AM

PO Release Date: 08/29/2021

Transaction #: 2534246

Supplier: EAST COAST ENTERTAINMENT INC.

Receipt Status: Open

Order Total: USD 7,500.00

Requested By: Ellen McGowan

Contract Required: No

Line	Item/Service	Price	Quantity	Total Tax	S & H	Total	Receipt...
1	Artist Fee, Mike Super 10-17-21 Deposit	USD 7,500.00	1	USD 0.00	USD 0.00	USD 7,500.00	Open

No receipts have been made for this item.

CONTRACT APPROVAL ROUTING FORM

Contract Name	MAC Performance Contract Mike Super	Date Initiated	08/05/21
Requester Name	Ellen McGowan/Diana Martinez	Requester Phone	3009/3007
Requester Email Address	mcgowan@cod.edu/martinezd59@cod.edu	Requesting Department	MAC
Vendor Company Name	EastCoast Entertainment (agent)/Mike Super (artist)	Vendor Contact Phone	855-323-4386
Vendor Contact Name	Toni Cline	Vendor Contact Email Address	tcline@bookece.com
Total Contact Value	\$ 7500.00 (D)/7500.00 (B)	Contract Start Date	10/17/21
FY Budget	\$ 15,000.00	Contract End Date	10/17/21
Vendor 1 Name	N/A - Artist Sole Source	Quote	\$
Vendor 2 Name		Quote	\$
Vendor 3 Name		Quote	\$
Contract Purpose	Artist Mike Super to perform at the McAninch Arts Center on 10/17/21. Artist is a Sole Source. President sole source exemption approval attached.		

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
 Requester: Ellen McGowan
 Budget Manager: Ellen McGowan
 Dept. Administrator: Diana Martinez

Sign & Date
 Ellen McGowan Digitally signed by Ellen McGowan
Date: 2021.08.13 10:16:52 -0500
 Ellen McGowan Digitally signed by Ellen McGowan
Date: 2021.08.13 10:17:17 -0500
 Diana Martinez Digitally signed by Diana Martinez
Date: 2021.08.13 10:43:27 -0500

Submit with contract to contracts@cod.edu when completed

Contract Reviewer Comments
Comments: REVIEWED By Lisa Erl at 1:21 pm, Aug 25, 2021

CONTRACT REVIEW AND APPROVAL COVER SHEET FORM

INSTRUCTIONS

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administrative Affairs. This form must be completed in full and submitted with all contracts that require a signature at least three (3) weeks prior to the contract start date.

Submit the contract, along with this form and all required support documents as outlined below, to contracts@cod.edu where all documentation will be reviewed, and, if appropriate, will be forwarded to the Vice President, Administrative Affairs for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation (Select only one):

- ☐ 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 attached.
 - ☐ 3. Contract value between \$15,000 and \$24,999: Minimum of three (3) written quotes must be attached.
 - ☐ 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. Contract submitted as exemption from quote/bid/RFP (i.e. sole source, professional services): Signed Exemption from quote/bid/RFP Approval Request form and letter from the vendor confirming they are the only source of the product/service (where applicable).
- *If vendor will be providing a service on campus, a Certificate of Liability Insurance listing the College as an additional insured and the certificate holder, accompanied by an endorsement page, is required. For additional information contact Risk Management.*
- *If computer equipment and/or software is being procured, a completed Computer Equipment/Software form (IT Review Form) must be included.*

Upon signature by the Vice President, Administrative Affairs, the original contract will be returned to the requester and a copy will be sent to the Procurement Department at 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) and forward a copy of the fully executed contract to Procurement at purchasingforms@cod.edu for inclusion in the College's contract database.

This approval form, and supporting documents, must be submitted at least three (3) weeks prior to the contract start date.

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

From: "Caputo, Brian" <caputob@cod.edu>
Date: March 21, 2021 at 3:13:16 PM CDT
To: "Martinez, Diana" <martinezd59@cod.edu>
Cc: "Curtis-Chavez, Mark" <curtis-chavezm@cod.edu>, "Roberts, Ellen" <roberts@cod.edu>
Subject: RE: RFP Exception

Diana,

Your request to apply the sole-source exemption to the procurement of the services described below is approved.

Brian W. Caputo, Ph.D., C.P.A.
President
College of DuPage
425 Fawell Blvd. | SRC 2135 | Glen Ellyn, IL 60137-6599
Phone: 630.942.2200
Fax: 630.942.2869
Email: caputob@cod.edu



Disclosure Statement:

Information in this transmission is intended only for the person(s) to whom it is addressed and may contain privileged and/or confidential information. If you are not the intended recipient, any disclosure, copying or dissemination of the information is unauthorized and you should delete/destroy all copies and notify the sender. No liability is accepted for any unauthorized use of the information contained in this transmission.

From: Martinez, Diana <martinezd59@cod.edu>
Sent: Friday, March 19, 2021 9:30 AM
To: Caputo, Brian <caputob@cod.edu>
Subject: FW: RFP Exception

Dr Caputo

There is a new policy on RFP's needed for expenses. The art and artists contracts have been considered professional services contracts that have previously been exempt as not only professional services but also covered in Board Policy 10-95: Auxiliary Fund and other Revenue Generating Event Professional Service Contracts. Policy 10-95 was created because it is impossible to bid out a named artist, collection of art, or entertainer as these are one of a kind commodities. We have discussed how to handle this with VP Ellen Roberts, and she asked us to please write an email to Dr. Caputo to request a waiver on these professional services that we can attach to items to move artist contracts through purchasing.

The memo we need from you that we can attach to contracts.

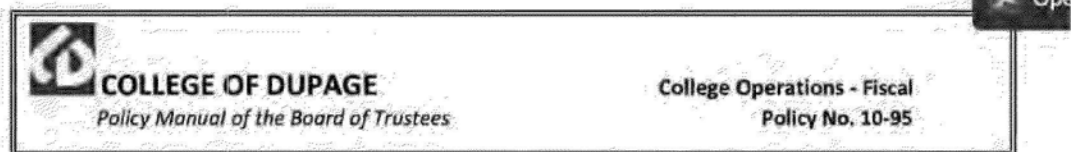
The art and artists contracts have been considered professional services contracts that have previously been exempt under the professional services provisions and in addition, is covered by Board Policy 10-95: Auxiliary Fund and other Revenue Generating Event Professional Service Contracts. Policy 10-95 was created as it is impossible to bid out a named artist, collection of art, or entertainer as these are one of a

kind commodities. We have discussed how to handle this with VP Ellen Roberts, and she asked us to please write an email to you requesting you to write a memo that states:

Please authorize the MAC to continue using Board Policy 10-95 that covers entertainment, artist contracts, and related art rentals, and services exempt from the bidding process.
Dr. Brian Caputo

This way, we can attach a copy of the letter to items that fall into this category for approval and streamline purchasing.
Thank you for your consideration,

Diana Martinez
Director McAninch Arts Center



Auxiliary Fund and other Revenue Generating Event Professional Service Contracts

The Board of Trustees will annually approve the McAninch Arts Center, Business Solutions, and Conference and Events comprehensive budgets. Within the limitations of those budgets, the administration is authorized to contract for speakers, productions, training, equipment rental, and other professional service contracts as follows:

1. McAninch Arts Center productions and speakers;
2. Business Solutions training contracts; and
3. Conference and Events equipment rentals.

Board approval is required for contracts of \$25,000 and greater, regardless of any anticipated revenue generated from the event or service. In the event that a contract is authorized for an event occurring in the next fiscal year, any payment on the contract will take place in the fiscal year that the event occurs.



This is the contract for your upcoming engagement. The following content serves as both the written contract and invoice for the Services (as defined below). This Contract is a confirmation of the agreement that you have already made to engage the performance of the named Artist for the date, time, amount and other terms shown below. Failure to return the executed contract does not cancel your agreement to engage the Artist(s) for the stated performance date(s) for the full amount set forth.

Artist Information

ARTIST(S)	MIKE SUPER - MAGIC & ILLUSION	PERFORMANCE DATE	10/17/2021 (Sun) 4:00 PM - 6:00 PM - 1 Show Artist will perform two-45 minute acts with a 15 minute intermission.
CONTRACT #	818826	CONTRACT DUE DATE	06/30/2021 (Wed) <i>ASAP</i> <i>AFTER 06/30/21</i>

INSTRUCTIONS

1. If signing manually, please sign where indicated in the Presenter signature box and initial ALL other pages.
2. Make your deposit check payable to EastCoast Entertainment, Inc.
Please see contract for balance payment instructions.
3. Write your contract number on your deposit check.
4. If signing manually, return a copy of the **SIGNED** contract and riders, along with your deposit check to:

EastCoast Entertainment
ATTN: Contract Processing
P.O. Box 73210
North Chesterfield, VA 23235

Overnight mail should be sent to:
EastCoast Entertainment
ATTN: Contract Processing
703 Southlake Boulevard
North Chesterfield, VA 23236

(Please retain a copy for your records. We will send you a completed contract once it has been signed by the Artist.)

If you have any questions regarding this contract, please don't hesitate to call.

THANK YOU FOR DOING BUSINESS WITH EASTCOAST ENTERTAINMENT, INC.

PLEASE DO NOT STAPLE

EastCoast Entertainment
BookECE.com
855-323-4386
info@bookece.com

Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235



Contract

Contract # 818828
Agent Toni Cline

THIS CONTRACT ("Contract") is for the personal services of entertainers on the engagement described below, made on March 25, 2020 ("Contract Date") between the undersigned Purchaser of Entertainment (herein called "Presenter") and MIKE SUPER - MAGIC & ILLUSION (herein called "Artist(s)" which term is to include the named individual, the named individual's group, the named group as well as the named group's individual members); and for talent booking services and contracts between Artist(s), the Artist(s)' leader, manager, or representative (the "Artist(s)" Representative"), and EastCoast Entertainment, Inc. ("ECE" or "EastCoast"). The Artist(s) are engaged jointly and severally (as a group and individually) on the terms and conditions set forth herein. The Artist(s)' Representative represents that the Artist(s) has/have agreed to be bound by the terms and conditions set forth herein. The Artist(s) as an individual, as a group or as an individual member of the group may enforce this Contract. The Artist(s) individually and together agree to be bound by the terms of this Contract and to render services under the undersigned Artists(s)' Representative. All content that follows, including but not limited to The General Contract Terms and Conditions and Rider(s), is hereby incorporated into this Contract. The items under Performance Location, Date & Time of Performance below are collectively referred to as the "Services."

Performance Location

MCANINCH ARTS CENTER
425 FAWELL BOULEVARD
GLEN ELLYN, IL 60137
Indoor - Covered

Joe Hopper
Venue Manager
(630) 942-2913
hopper@cod.edu

Date & Time of Performance

10/17/2021 (Sun) 4:00 PM - 6:00 PM - 1 Show
Artist will perform two-45 minute acts with a 15 minute intermission.
Central Time (US & Canada)

Payment Terms

Gross Price Agreed Upon: \$15,000.00

Includes total monies that Presenter will pay for Services

Deposit Due: \$7,500.00

Deposit To:

EastCoast Entertainment, Inc. on 06/30/2021
FED ID # 54-1024623

ASAP AFTER 06/30/21

Balance Due: \$7,500.00

Balance To:

MIKE SUPER NIGHT OF ENGAGEMENT on
10/17/2021 (Sun)
FED ID # 87-1467541

Other Terms & Conditions

The terms of the attached riders are a binding part of this contract; please read, sign and return.

Mike Super to perform his standard show "Three's a Charm" Presenter to provide tech requirements, hospitality and 4 hotel rooms for 2 nights.

Radius: 35 miles 90 days before and after date

Cap: 800 Tix: ~~\$45-\$50~~ \$50-\$60

INITIAL HERE

Further terms and conditions appear on the following page(s) and are incorporated into this Contract by reference - VERY IMPORTANT - READ!

Presenter Initials

Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235



Contract:

Contract # 818826
Agent Toni Cline

Presenter

Please verify the following before signing the contract. Contact your agent if anything appears incorrect.

- ☒ Event Date(s), Time(s) and Location are correct
- ☒ Presenter has read and agrees to all Contract terms including but not limited to the General Contract Terms and Conditions, found below the signature box, and if referenced in this Contract, the Other Terms & Conditions and Riders, all of which are presented online with this Contract, and if this Contract is printed out, are associated with this Contract number.

**COLLEGE OF DUPAGE
MCANINCH ARTS CENTER**

MAC Performing Arts
425 FAWELL BOULEVARD
GLEN ELLYN, IL 60137-6599

VP ADMINISTRATIVE AFFAIRS

TITLE OF SIGNATORY BELOW

*Person signing below has authority to sign on behalf of the
Presenter named above. If not, signer agrees to be personally liable.*

Eileen M. Roberts
PRESENTER SIGNATURE

8.25.2021
DATE

Artist

MIKE SUPER - MAGIC & ILLUSION

Mike Super

ARTIST SIGNER NAME

Artist

TITLE OF SIGNATORY BELOW

ARTIST SIGNATURE

8/9/2021

DATE

*Person signing above is signing on his/her own behalf. Artist(s) and
Artist(s) Representative are jointly and severally liable. See further
terms in Paragraph 1.*

SIGN HERE

Signatory

~~KIMBERLY MECHAELE-LEE~~
EILEEN ROBERTS

Primary Contact

DIANA MARTINEZ
martinezd59@cod.edu
(630) 942-3007

Presenter to sign and return all copies of Contract – FAXED AND EMAILED COPIES OF THIS DOCUMENT (AND E-SIGNATURES) ARE BINDING

Do Not Staple

P.O. Box 73210
North Chesterfield
VA 23235



Contract

Contract # 818826
Agent Toni Cline

General Contract Terms and Conditions

1. The Presenter ~~and the Artist(s)~~ ^{is liable} shall be individually and jointly liable for the Gross Price. The Artist(s) and the Artist(s) Representative are individually and jointly liable for performance under the terms of this Agreement. If the Artist(s), or the Artist(s) Representative, are an Association, Company, Corporation, Partnership or any entity other than an individual, the person signing for the Artist(s) agrees to be personally, jointly and severally liable for the terms of this Contract.
2. The Presenter shall at all times have reasonable supervision, direction, and control over the services of Artist(s) on this engagement. If any Artist(s) have not been chosen upon signing of this Contract, the Artist(s) Representative, as agent for the Presenter and under his instructions, shall hire such persons and any replacements as are required. The essential identity of the Artist(s) as a unit shall not be altered by minor changes in personnel or in the name of the entertainment unit.
3. The Artist(s) and/or its undersigned Artist(s) Representative (individually and on behalf of the Artist(s)), agrees that the Deposit is to be paid to EastCoast. This Deposit is due and payable on the Deposit Due Date specified above. The Artist(s) agrees that EastCoast may retain its previously agreed upon fee ("EastCoast Fee") out of the Deposit. The Presenter is liable for payment of the Deposit to EastCoast and any unpaid amount of Deposit is not paid within five (5) days of the due date is subject to a late charge of 4% per month until paid, plus reasonable attorneys' fees as well as any other collection fees and costs incurred for collection. In the event the Deposit is paid to the Artist(s) failure of Artist(s) to pay the EastCoast Fee when due gives EastCoast an immediate cause of action against the Artist(s) for the amount of the EastCoast Fee, plus reasonable attorneys' fees, court costs, interest at the rate of 4% per month from the due date until paid, as well as any other collection fees and costs incurred.
4. If before the date of any scheduled performance it is found that the Presenter has not performed fully to its obligation under any other Contract with any other party for another engagement or that the financial credit of Presenter has been impaired, the Artist(s) may cancel this Contract. In the event that the Presenter does not perform fully all of its obligations herein, the Artist(s) shall have the option to perform or refuse to perform hereunder, and in either event the Presenter or the person signing for the Presenter, jointly and severally, shall be liable to the Artist(s) for the Gross Price set forth herein, plus reasonable attorneys' fees, court costs, and interest at the rate of 4% per month from the due date until paid, as well as any other collection fees and costs incurred. The Artist(s) are hired as a unit and any changes to the unit which significantly affect the Artist(s)' ability to meet the Presenter's reasonable expectations shall constitute Artist(s)' default and forfeiture of any payment under the terms of this Agreement ("Artist's Default"). In the event of Artist(s)' Default, the Presenter shall allow EastCoast to provide a reasonable substitute Artist(s) for the Services under the same terms and conditions of this Contract ("Substituted Services") and Presenter shall be liable to pay for the Substituted Services under the terms and conditions of this Contract.
5. Artist(s)' Representative shall enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. On behalf of the Presenter, the Artist(s)' Representative will distribute the amount received from the Presenter to the Artist(s), or in place thereof, provide a separate memorandum to the Presenter at or before the commencement of the Services indicating the proper disbursement to each individual Artist(s).
6. Neither the Presenter nor the Artist(s) shall have the right to cancel its obligations under the Contract except as otherwise provided in this Contract, or unless otherwise agreed to in a writing signed by the Presenter, Artist(s) and EastCoast. In the situation where there is an event which is unforeseeable, unavoidable and external such that it makes execution of the obligations under this Contract impossible, illegal, or extremely inadvisable, the following shall apply. Any event ("Event") which is unforeseeable, unavoidable and external must be in the nature of an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), war, hostilities, rebellion, revolution, civil war, riot, acts of terrorism, curfew or interruption of transportation facilities, or proven serious illness of the Artist(s). If such an Event occurs, the Presenter, Artist(s), or EastCoast may initiate cancellation of this Contract pursuant to this paragraph by providing written notice within reasonable time to each of the Presenter, Artist(s) and EastCoast, as applicable. If cancellation is initiated under this paragraph and the Presenter, Artist(s) and EastCoast all agree that this paragraph applies, then if paid, the Deposit and the Balance shall be refunded to Presenter except that where the Artist(s) was ready, willing and able to perform, and the Performance is cancelled or impossible, Presenter shall reimburse Artist(s) for Artist(s)' out-of-pocket travel expenses incurred in attending at the location of the performance.
7. Notwithstanding the provision of Paragraph 6, for outdoor shows, unless Presenter has an alternative indoor location acceptable to the Artist(s), Presenter assumes all weather-related risk and shall pay Artist(s) the full amount of the Gross Price in the event the performance is cancelled due to inclement weather. The only time an outdoor event may be cancelled pursuant to Paragraph 6 herein is if the weather-related risk would cause a similar indoor event to be cancelled.
8. Once signed by both parties, this Contract constitutes the sole, complete and binding Contract between the Artist(s) and the Presenter. EastCoast acts only as agent or consultant and assumes no personal responsibility or liability as between the Presenter and Artist(s).
9. The Presenter is responsible for filing IRS Form 1099, if applicable, on all payments made to the Artist(s) under this Contract, regardless of whether such payments are made to EastCoast, or to the Artist(s) directly.
10. The Presenter shall be responsible for any and all additional costs or expenses (other than the payment of federal or state income taxes which may be owed by Artist(s) or EastCoast) associated with or related to this Contract or for the performance of obligations under this Contract, including, but not limited to (i) taxes, fees or other assessments imposed by any governmental or regulatory authority (other than the payment of federal or state income taxes which may be owed by Artist(s) or EastCoast), (ii) fees, assessments or other charges or requirements (venue-mandated rigging, audio-visual costs, electrical costs, and/or additional costs caused by union-venue Contracts) imposed by the performance venue, (iii) insurance requirement and related premiums required by the performance venue, and (iv) fees, assessments or other charges or requirements associated with the performance of copyrighted works.
11. The Presenter shall be responsible for any damage which occurs to the Artist(s)' equipment during the engagement if said damage is caused by either the Presenter or any person(s) attending the engagement either as a guest or member. Representatives of EastCoast are assured free and unrestricted access to the location of the Contract performance during said performance.
12. In consideration of the services rendered by EastCoast, in securing this booking and other good and valuable consideration, receipt of which is acknowledged by the Artist(s) and the Artist(s)' Representative, the Artist(s) and the Artist(s)' Representative, jointly, individually and severally, agree to book all bookings from the above Presenter for a period starting on the Contract Date and ending twenty-four (24) months after the performance date set out above, through EastCoast ("Future Bookings"). It is further agreed that the Artist(s) or Artist(s)' Representative will pay a placement fee equal to 20% of the gross price agreed upon, for Future Bookings and will refer all inquiries for Future Bookings for the Presenter to EastCoast. It is further agreed that any Future Bookings booking secured for the Artist(s) or Artist(s)' Representative, whether by oral or written Contract from said Presenter for which EastCoast books the Artist(s), the Artist(s) will give EastCoast an exclusive right to represent Artist(s) in that account or for that Presenter for a period of twenty-four (24) months from the performance date set out above. EastCoast shall be entitled to an injunction to enforce its rights hereunder and to restrain any of the aforementioned unauthorized acts regarding competing with EastCoast.
13. Additionally, it is further agreed that neither the Artist(s), or the Artist(s)' Representative, will not either individually, jointly, or severally, nor through another agent or manager, attempt to book other Artist(s) or entertainment of any type to said Presenter for a period of twenty-four (24) months after the performance date of this Contract. If said Artist(s), or the Artist(s)' Representative breaches this Contract, they shall be jointly and severally liable for liquidated damages equal to 20% of the gross amount paid to any Artist(s), or entertainment of any kind, who is booked or performed for a Presenter in breach of the covenants contained in this Contract, plus reasonable attorneys' fees, court costs and legal interest related to the collection thereof.
14. Artist(s) are engaged by Presenter as an independent contract with respect to the Services herein.
15. Artist(s) understands and agrees that they are liable to Presenter for Artist(s) own acts of willful misconduct or gross negligence.
16. This Contract is executed and delivered in the ~~State of Virginia~~ ^{STATE OF ILLINOIS} and shall be construed and enforced in accordance with the laws of such state without regard to the choice of law provisions therein. The parties consent to venue in either Federal Court, Eastern District of Virginia, or in the County of Chesterfield and each party consents to personal jurisdiction in Virginia for the purposes of any action.
17. The parties may execute this Contract in any number of counterparts. Any counterpart or composite of counterparts executed by one or more parties shall be admissible in any formal proceeding as legal proof of the executing parties' Contract and intent to be legally bound. Any party may execute and deliver a counterpart of this Contract to another party via Electronic Signature which includes (i) a biographic facsimile, (ii) an electronically scanned signature inserted in the electronic copy of the Contract, (iii) an electronic signature, or (iv) an e-mail or other written electronic communication clearly evidencing acceptance and intent to be legally bound. The transmitting party's Electronic Signature shall have the same force and effect as an original physical signature on a physical counterpart delivered to the other party.
18. Each signatory to this Contract warrants and represents that he/she is authorized to sign on behalf of and to bind the party or parties on whose behalf he/she signs, and that he/she is not a minor and has legal capacity to contract.
19. No finding that any provision herein is invalid or unenforceable for any reason shall affect the validity or enforceability of the remaining provisions herein.
20. Any waiver by EastCoast of any term or provision of this Contract benefiting EastCoast shall not be considered as a waiver of any subsequent breach or breaches of any term or provision by said Artist(s), the Artist(s)' Representative or the Presenter. A waiver by any party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

Presenter Initials

Eileen M. Roberts

SIGN HERE



STANDARD ARTS SHOW
Technical Rider

This technical rider contains the technical specifications for the Mike Super - Magic & Illusion Production and it is an integral part of the agreement and contract. The reading, understanding and compliance of this rider are imperative to a successful show.

Please initial each line item and sign the last page to indicate that this rider has been read, understood and agreed to. This rider must be signed, all points initialed, and returned along with the signed contract.

Mike Super Contact Information
ROBIN NEMANICK: 412-638-9100
robin@mikesuper.com

MIKE SUPER **CONTRACT RIDER**

***** SPECIAL NOTE:** The Mike Super Magic & Illusion Production is an energetic and dynamic show. As we DO constantly evolve the show, a final and updated version of this rider that reflects the current status of the show will be emailed within one week before your show date if not earlier.

1. COMPENSATION:

Check should be made payable to Mike Super and ready day of show. Please contact Robin for W9 form. (robin@mikesuper.com) If for any reason your state takes out special taxes, additional funds should be added to counter out the deductions so Mike is compensated for the full contract price. I.e., your check should be equal to the full contract performance fee. This is non-negotiable.

2. ACCOMMODATIONS



Please reserve the following under the name Mike Super: Four DOUBLE rooms for night of show AND for the night before (2 nights). Rooms need to be inclusive of in-room Wifi and parking fees. (Four rooms total for each night) PLEASE NOTE: Hotel MUST have room service and fitness center available. Therefore, hotel must be one of the following high quality national chains: Hilton, Hilton Garden Inn, Hampton Inn & Suites (must be Express) in that order. A higher quality hotel is acceptable as well. Hotel should be within a 30-minute radius of venue. Please do not ask to substitute a hotel, keep in mind that Mike AND his crew are on the road more than 300 days a year...the hotel is their home away from home. If the hotel does not have room service, then suite rooms are also acceptable.

If reserving via credit card, please make sure Credit Card Authorization form is completed and the hotel has that on record prior to Mike's arrival.

* Please contact Robin if there is a problem booking a Hilton or Hampton Inn. Any other brand hotel must be approved prior to booking due to Mike's mobile office being run from his room and requires certain amenities.

If venue is affiliated with a University, campus accommodations/bed & breakfasts are not acceptable. This is non-negotiable.

3. 10 20 COMP TICKETS FOR MIKE SUPER

Mike Super will have access, if needed, to a maximum of ten (10) complimentary tickets for both personal and professional use. In addition, venue agrees to set aside eight (8) comp tickets to be utilized for any radio, newspaper or TV interviews that Mike does. (20 comp tickets total) *see MAC RIDER #17*  

4. PARKING:

Upon arrival, Mike will need to park as close to the venue as possible for load-in & load out. Please make arrangements for Mike to keep his vehicle in this location for the duration of the show. *Mike cannot move the vehicle after loading-in.* Some props remain in vehicle and are un-securable without the rest of the show props being present. Thus, damage to the remaining props and to the vehicle (from props shifting,) could result from the vibration and bumps of regular driving. (If applicable, have parking permits ready prior to Mike's arrival.) Arrangements should be made for a box truck and two other vehicles.

5. LOAD-IN AND LOAD-OUT REQUIREMENTS:

A crew of a minimum of twelve (12) individuals is required to load-in and load-out the show. Please make the crew aware they are to help with load in AND load out. Nothing is more hindering than a crew that disappears. Also, the crew will be used to assemble props immediately following load in. Please make them aware that they will be lifting cases & equipment in and out of the venue. All equipment must be handled with great care, and it is agreed that this will be communicated to the crew prior to Mike's arrival. Load-in for the Performing Arts Production normally occurs the morning of the performance date around 8am, OR the day before, if both parties schedules permit and coordinated by Robin & the venue Technical Director. If it is a matinee show time, then an earlier morning load-in will be necessary.

*Mike Super's Road Manager will be there to direct the crew. After load-in, Mike's road manager will require the crew for the day to help assemble some of the larger props.

**** Mike will use four (4) of the crewmembers as stagehands during the show to assist in moving props back stage during performance. Stagehands should be there 30 min. prior to performance.**

For the show, Mike will require a head carpenter/flyman, a head electrician, head sound and head video Tech. Plus TWO additional stagehands for the show. Please note, this show is non-departmentalized and all are treated as general hands.

Each stagehand will be required to sign a legally binding SECRECY AGREEMENT. (No exceptions can be made.)

Crew Schedule Example:

8am - 12pm (12 Hands Needed)

12pm - 1pm LUNCH *YOU MAY CUT 6 HANDS. *HOWEVER they will be needed for load out.

1pm - Show End (6 hands needed)

**One(1) Flyman
One(1) Lighting TECH
One(1) Sound Tech
One(1) Video Tech for projection
Two(2) General stage Hands**

LOAD OUT (12 Hands Needed)

6. CONTROL OF PERFORMANCE:

The Performer shall not be held responsible for damages to persons or areas caused by the negligence or intentional misuse of equipment belonging to the Performer by those individuals provided by the Purchaser as required by this contract.

The Purchaser and those provided by the Purchaser as stated in this contract shall not, at any time, allow anyone to inspect, touch, handle or otherwise compromise any of the magical apparatus, devices, escapes or production equipment. Damages occurring to any property owned and/or provided by the Performer shall be the responsibility of the Purchaser when caused by the negligence, intentional or unintentional misuse of said property and/or violation of this agreement. It is understood that there are restrictions to the Stage Area when a production is being set up and restricted control of the area must be maintained by not allowing anyone in the area Before, During or After the performance or during the set-up period unless they are Authorized Personnel, persons cleared by Performer, or persons involved in a host capacity for the performance.

7. HOUSE POLICIES AND TESTING OF MAGIC:

For a production of this nature, it may be necessary for Mike to do some magic testing to make sure that certain illusions appear as they should. During this testing, NO ONE other than Mike, his crew, and the stage crew are allowed to be in the house for any reason. Mike reserves the right to ask for privacy at any time during the set up and/or breakdown periods. Anyone violating this policy will create a stoppage of magic testing and delay the beginning of the show.

We prefer that the house open no earlier than thirty minutes (30) prior to the show time. The presenter must get approval from Mike Super before opening the house. (This is to make sure that magic testing is finished.)

LATE SEATING POLICY: It is requested that ushers seat during applause breaks at the end of individual illusions.

8. INTERNET ACCESS:

Mike will require Internet access at the venue. Please have WiFi passwords and/or logins on a printed sheet taped to the mirrors in ALL dressing rooms before Mike arrives. Wireless is preferred because Mike's crew utilizes it for credit card sales in the lobby at the merch tables.

9. STAGE REQUIREMENTS with 8ft APRON DOWNSTAGE OF THE PLASTER LINE:

A theater stage with front curtain is preferred and greatly enhances the show. Mike will require the wings & entire theater stage space. Please have stage and wings cleared before the load-in date. Some acts may be omitted if the stage size is too small or the wing space is limited. Also, Mike will require an 8 FOOT APRON DOWNSTAGE OF THE PLASTER LINE. IF NECESSARY, YOU MAY RAISE THE PIT TO STAGE LEVEL AND STRIKE ALL PIT SEATS. This apron is VITAL to the show. PLEASE CALL IMMEDIATELY WITH ANY CHALLENGES.

*******5' X 5' SPACE IS NEEDED AT FRONT OF HOUSE CENTER (ON THE AUDIENCE LEVEL)*******

This 5ft x 5ft area MUST be clear. The production will place a prop in this area. Seats MAY be directly to the sides of this space.

***It is also acknowledged that illusions in the show are subject to change at any time, based on available backstage space or the evolution of new material at the performer's discretion.**

10. **STEPS NEEDED FOR AUDIENCE ACCESS OFF FRONT OF STAGE:**

This production involves audience participation; therefore, center steps to audience level are required. If center stairs are not possible because aisles are house center left and right, one staircase for each is acceptable. If the venue has a footlight trough, it should be covered prior to Mike's arrival. Absolutely NO RAILS on stairs. Rails will block the audience's view and are not acceptable. **STEPS ARE ABSOLUTELY VITAL TO THE SHOW! MIKE CANNOT USE STEPS THAT TAKE HIM OUT OF THE IMMEDIATE VIEW OF THE AUDIENCE.**

11. **SEATING ARRANGEMENTS AND POLICIES:**

Ticketed assigned seating is preferred. If the theater has a balcony, it is preferred that tickets for that area will not be sold until the floor seating is 90% sold, this is because the show is highly interactive and Mike needs the audience as close to him as possible.

If theater has Lincoln boxes (side boxes) these seats should NOT be sold due to sightlines. Please contact Robin if you have any questions regarding boxes.

For festival seating arrangements, it is requested that several people be designated as ushers to seat the show as if tickets had been assigned. They should meet people at the entrance of the theater and escort the audience members to their seats. (Filling in all available space.) Seats should be filled beginning from front to back.

12. **ADVERTISING REQUIREMENTS:**

Mike Super shall receive 100% Headline Billing in any and all advertising media & marquees.

The presenters agree to promote the show to the best of their abilities to ensure the largest audience possible.

Presenters marketing department should coordinate with Mike Super's Media Director - Robin Nemanick @ 412-638-9100 or robin@mikesuper.com. Robin will provide each presenter with the proper promotional material such as: Website copy, brochure copy, program copy, video/trailer for web, specific billing for performance and high-resolution images. Presenter agrees not to alter any high-res photos of Mike Super.

If creating your own campaign, Mike Super Management must approve all marketing prior to release. Allow a 24-48 hour turnaround time for approval. Please stay away from stereotypical magic themes; such as rabbits in hats, and fans of playing cards, these clichés will only hurt ticket sales. This is a modern show that should be promoted with a rock concert type of feel. Mike Super's show should be publicized in the local newspaper, tv, local radio stations and venue social media. Interviews are a great way of promoting the performance and are highly encouraged. Due to Mike's tour schedule, Robin will assist in coordinating interviews and all media correspondence. **While Mike Super has some very unique ways to help you promote the show, it is the responsibility of the Presenter to ensure a marketing campaign is dedicated to Mike's show for maximum ticket sales.**

13. **PHOTOGRAPHY, VIDEO AND AUDIO RECORDING PROHIBITED:**

Due to copyright infringement, photography, video and audio recording of the performance is EXPRESSLY PROHIBITED and is a disturbance to surrounding patrons. The presenter agrees to prevent, to the best of his/her ability, (utilizing ushers during the performance) the filming, broadcasting, recording or reproduction by radio, television, or any other device of the performance(s) without prior written permission of the Performer.

14. **SIX (6) LONG MERCH TABLES SET UP IN THE LOBBY:**

(6) Tables required in the lobby for merchandise and The Mike Super meet-n-greet. (Immediately following performance). These tables will be arranged creating a square...with two across a wall...then one on each side extending out 8ft, and then two across the front. These tables should be draped with black tablecloths if at all possible. If black is not available, please use the darkest you have. **PLEASE HAVE THE TABLES SET UP BEFORE LOAD IN ON THE SHOW DAY.** Please have stanchions available to provide for traffic flow and a member of the venue to take pictures utilizing the patrons phones.

Mike Super reserves the right to sell or distribute concessions such as programs, books, photos, etc. The concessions are sold at virtual cost; Mike Super does not expect to make a substantial amount of profit from the concession sales. **Due to agreed performance fee of low tech/budget show, no agreement will be made with the presenter to divide the concession proceeds or a percentage thereof. Mike Super provides seller.**

15. **TWO (2) CAFETERIA STYLE TABLES STAGE RIGHT:**

The table should be a long cafeteria-style table. Either 6' or 8' is acceptable. Please make sure the tabletop is clean, flat and undamaged. The tables should be set up stage right - this is where our Stage Manager will work. (SL is not an option) Quick, easy access on/off stage is required.

16. **ONE (1) LINED/WATERPROOF TRASH CAN STAGE RIGHT:**

This trash can should be empty and not leak.

17. **DRESSING ROOM:**

Two dressing rooms with a close bathroom and a rack to hang clothes are needed for Mike & Crew to change before and after the show. Please have the dressing rooms as close to the stage area as possible. A STEAMER OR iron and ironing is appreciated.

It is agreed that the Presenter will supply Mike & his crew with quality 2 Hot Meals (Lunch & Dinner) on show day. (Usually for 6 People – This number includes Mike). Mike prefers either: A grilled chicken sandwich with BBQ sauce, chicken parmesan w/a side of pasta and small side salad & Italian dressing. Crew prefers meat/cheese/deli tray (with condiments) for lunch and pasta w/chicken for dinner. Please do not send menus to Robin to choose from or forms to be completed.

***GREEN ROOM ITEMS:**

Please have these available backstage prior to the time of the load-in and remain in green room until AFTER load-out. (Please alert hospitality to leave items in green room so they available to crew during load out)
If possible, please keep drinks cold or in ice. If load-in occurs the day prior to performance date, please double the items to make available for both days.

ONE CASE (AT LEAST 18) OF COLD BOTTLED LEMON ICE TEA.

Either Lemon Nestea in plastic bottles (First Choice) or Lemon Snapple Iced Tea in glass bottles.

TWO CASES (AT LEAST 36) OF COLD BOTTLED WATER

19. TWO (2) RED ROSES:

To be used in one of Mike's illusions. They must be fresh. Please obtain on show date morning or afternoon and keep them in water either Stage Right or in Green Room.

20. EXPENDABLES

- (1) ROLL OF BLACK GAFF TAPE
- (1) Roll white gaff tape
- (1) Roll non-fluorescent spike tape
- (1) Roll fluorescent spike tape

21. BATTERIES

Please keep with the Duracell brand as they DO last longer than other brands of batteries. Other brands typically don't make it for the entire duration of Mike's show.

- Two (2) 9-Volt
- One pack of Eight (8) double A batteries (AA)
- Four (4) D batteries
- Four (4) C batteries
- One pack of 12 triple A batteries (AAA)

22. VIDEO PROJECTION

Mike's crew will bring their own 9'x12' Electric FP projection screen (approx. 90lbs) and 6500 lumen video projector. (Unless performance is a fly-in show, Artist will utilize house screen/projector). Please verify w/Robin regarding travel. The projector's throw range is approximately 107' -Ref. Lineset Schedule for screens placement. Normally, the projector is placed on top of the house projector, which in most cases is mounted on the balcony rail and usually falls within our distance of 107'. *IF PROJECTOR CANNOT BE PLACED WITHIN OUR 107' RANGE. SEATS IN THAT RANGE (USUALLY 12) MUST BE CUT SO PROJECTOR CAN BE PLACED IN HOUSE.

23. LIGHTING:

Presenter agrees to supply the Mike Super Lighting Plot. Any changes, substitutions/deviations must have prior written approval. It is agreed that the Mike Super lighting Plot will be hung, circuited, and gelled PRIOR to the start of load in. NOTE: Mike will be bringing 3 Wildfire UV lights to go with the UV backdrop. They will be hung at least ten feet in front of the drop and aimed directly at it. USUALLY ON #4 ELECTRIC. Please refer to the Line Set/Plot. **Please do not send venue lighting plots to Robin – this will be reviewed during the tech advance call.**

PLEASE NOTE:

Plot is to be hung, circuited, gelled, and **WASH SYSTEMS FOCUSED** prior to the start of load-in. ****We will utilize the Lighting Director at the venue****

INSTRUMENT TYPE COUNT:

- 13 - ETC Source Four ERS: 10° @ 575w
- 5 - ETC Source Four ERS: 19° @ 575w
- 23 - ETC Source Four ERS: 26° @ 575w
- 33 - ETC Source Four ERS: 36° @ 575w
- 5 - ETC Source Four ERS: 50° @ 575w
- 3 - ETC Source Four PAR: MFL @ 575w
- 33 - ETC Source Four PAR: WFL @ 575w
- 5 - Altman T-3 9circ 3cell @ 2250w
- TOTAL LIGHTS:120

***PLEASE NOTE:** No substitutions without prior written approval. For all tech questions, contact: Robin @412-638-9100, she will refer you to Mike's crew leader.

Mike will bring a laptop to plug into the HOUSE SOUND SYSTEM.

Please be prepared with wiring to do this. This laptop will be set up STAGE RIGHT. An XLR cord is usually what is needed to connect to your system.

-A house supplied Sound Tech should be available and monitor the house soundboard before and during the show.

Please have the following on or near the table Stage Right:

- Two high quality **WIRELESS LAPEL MICROPHONES** are needed. (NO HEADSET MICS CAN BE USED)
- Three straight mic stands
- One handheld mic for Voice of God
- Small video monitor for our Stage Manager
- Large video monitor for our Crew

25. ACCESS TO CAT WALKS ABOVE AUDIENCE:

Mike brings with him **FOUR** snow machines and needs to have them hung above the audience. (There is no clean up associated with these machines. They use an **EXTRA EXTRA DRY** fluid and they in no way do any damage to your house.) Please have someone who knows how to raise and lower the theater rigging available at the beginning of set-up time. This is for a fantastic show finale that is well worth this small bit of effort. The snow machines cannot be plugged into dimmer switches because they will not operate correctly. Full power on and full power off is what is needed.

26. NON-DIM POWER

A total of (6) six Non-Dimmed 20A 110v power circuits will be required

(2) Stage Right

1 for UV lights on 4th Electric

1 for GOBO rotators on 1A Electric

(1) Stage Left for shadow box

(2) at the suggestion of the TD for snow machines

(1) at the discretion of the LD for Hazer

***Constant power circuits **MUST NOT** come from an SSR source (i.e. Dimmers)

27. BACKDROPS & 3 SETS OF SHOW LEGS:

The drop is standard muslin with UV capability. The Main Backdrop will be hung to a batten near the cyc. It is approximately 50' x 28'. The Drop weighs 78 lbs. Please supply a 50 ft. bar for the chain pocket.

*If you cannot accommodate the entire 50', the drop can be folded over on the ends to fit.

Three sets of show legs will also be hung. Please refer to the Line-set Schedule. Keep in mind, these legs are to help control house viewing angles, and since every house is different, there may be a small adjustment period during the hanging. *NOTE: Bottom pipe for the backdrop and all legs must be provided by the house.

28. VENUE/PATRON VOLUNTEER (APPLIES TO MIKE SUPER 2.0H SHOW ONLY)

Venue agrees to provide one (1) female 'volunteer' for an illusion. Volunteer will be required to sign secrecy agreement and agrees not to divulge to any family, friends, etc. that she will be part of the show. She must be available the afternoon of the show for a brief 20 minute rehearsal, a member of the venue is also required during rehearsal. Female must be petite and should be wearing pants for rehearsal and for the performance. Venue is required to provide seating on floor level for volunteer and guest. Please contact Robin @412-638-9100 or robin@mikesuper.com for more important details.

29. FLOORING:

Due to the nature of the performance, Marley flooring (or black) is required. Please contact Robin to discuss.

30. INSURANCE CERTIFICATES:

Mike Super - Magic & Illusion carries liability insurance of \$5,000,000. If venue requests to be listed as additional insured, a charge \$200.00 applies to contract due to fee charged by our carrier.

31. CONFIDENTIALITY:

The terms of this agreement are subject to the utmost confidentiality among the parties hereto, and must not be disclosed to any third parties without the prior written consent of Mike Super, except as disclosure may be required to professional advisors or by law, or for carrying out the purposes of this Agreement. Breach of this provision could cause Mike Super irreparable harm, which may not be compensable in monetary damages.

32. REVIEW OF PERFORMANCE:

Presenter agrees to provide a review of the show to Robin within one (1) week of performance date. Presenter acknowledges and agrees that quotation provided may be utilized in future marketing promotional materials of Mike Super – Magic & Illusion.

There are no "frills" in this rider. Everything is absolutely necessary due to the nature of the show. Failure to fulfill any provision of this rider shall constitute breach of contract, which may result in cancellation of performance at the discretion of Mike Super. Presenter's financial commitment shall not be negated by such action. If breach occurs, artist shall be entitled to the full amount payable for said performance. Receipt of this contract via phone, mail, email or fax constitutes as a confirmation agreed upon by the Presenter. This contract and rider with supporting documents constitutes the entire agreement (verbal and/or written) between parties. In the event of any conflict, inconsistency or incongruity between the provisions of this contract and/or rider and the provisions of any attached Presenters rider, the provisions of the Mike Super Rider and Contract shall, in all respects, govern and control. By signing you agree to all clauses of this rider and acknowledge receiving all supporting documents listed.

****PLEASE SIGN BELOW AND INITIAL EACH NUMBERED SECTION****

Eileen M. Roberts

8.25.2021

Signature of Presenter

SIGN HERE

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **August 5, 2021**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **EastCoast Entertainment f/s/o Mike Super – Magic & Illusion** (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 Agreement 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.

COLLEGE OF DuPAGE
McAninch Arts Center

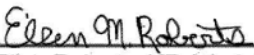
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
EastCoast Entertainment f/s/o
Mike Super – Magic & Illusion
or Artist Representative

Date: _____

Date: 8/9/2021

By: 
Ellen Roberts, VP Administrative Affairs
College of DuPage

SIGN HERE

Date: 8.24.2021

McAninch Arts Center
Contact Information

Director - Diana Martinez	630-942-3007, martinezd59@cod.edu
Contracts/ Payment – Ellen McGowan	630-942-3009, mccgowan@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
Education Coordinator – Janey Sarther	630-942-4525, sarther@cod.edu
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org



CERTIFICATE OF LIABILITY INSURANCE

DATE
(MM/DD/YYYY)
08/11/2021

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).

PRODUCER Specialty Insurance Agency Performers of the U.S. P.O. Box 24 New Richmond, WI 54017	Contact Name: Stephanie Weiss Phone: 715-246-8908 FAX: 715-246-4267 Email: certs@specialtyinsuranceagency.com										
INSURED Michael G. Supernovich dba Mike Super, Magic & Illusion 631 Sagewood Drive Veneta, PA 15367	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>36378</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	36378	INSURER B:		INSURER C:		INSURER D:	
INSURERS AFFORDING COVERAGE	NAIC #										
INSURER A: Evanston Insurance Company	36378										
INSURER B:											
INSURER C:											
INSURER D:											

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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"/> PROJECT <input type="checkbox"/> LOC	X	X	2CN0172-4691	05/01/2021	04/30/2022	EACH OCCURRENCE \$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 3,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
A	PERFORMER ASSISTANT(S) 1x Assistant(s)			2CN0172-4691	05/01/2021	04/30/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 5,000,000
A	BUSINESS PERSONAL PROPERTY - INLAND MARINE						AGGREGATE \$
A	SEXUAL ABUSE AND MOLESTATION <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ AGGREGATE \$
A	DATA BREACH AND CYBER LIABILITY COVERAGE						AGGREGATE \$
A	EQUIPMENT LEASED OR RENTED						AGGREGATE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PERFORMER IS A NAMED INSURED AS A MEMBER OF PERFORMERS OF THE U.S.

Michael G. Supernovich dba Mike Super, Magic & Illusion plus 1x assistant(s)

Additional Insured: College of DuPage, McAninch Arts Center

Event Dates: 10/17/2021 - 10/17/2021

CERTIFICATE HOLDER

College of DuPage
McAninch Arts Center
425 Fawell Boulevard
Glen Ellyn, IL 60137

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Stephanie Weiss



COMMERCIAL GENERAL LIABILITY
POLICY NUMBER:
2CN0172-4691

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$INCLUDED (Check box if fully earned <input checked="" type="checkbox"/>)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

- A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

"McGowan, Ellen" <mcgowan@cod.edu>

East Coast Entertainment B0000412

"McGowan, Ellen" <mcgowan@cod.edu>

Fri, Sep 24, 2021 at 04:25 PM GMT

CC:

BCC:

Please process asap. Was supposed to be check enclosed. PO not sent to Invoicing from Purchasing.

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

1 attachment

East Coast Entertainment Check Enclosed B0000412 7500.00.pdf