

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1085645
Vendor Name: HARMONY ARTISTS INC.
Invoice Number: TR23-ARTRAGDEP
Invoice Date: 5/3/2022
PO Number:
Check Number: 0299136
Check Amount: \$ 3,250.00
Check Date: 05/13/2022
Voucher Number: V0738048
Document Type: AP Invoice

Document Below

Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 10-65, Vendor Payment — Non-Purchase Order.

Date: 05/03/22 Vendor ID: 1085645 Vendor Name: Harmony Artists, Inc
 Payee Address: 20501 Ventura Blvd #289, Woodland Hills, CA 91364 Payment Due Date: 06/09/22

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR23-ARTRAGDEP	05-60-11601-1700001	MAC Touring: Prepaid Exps	3,250.00
Total			\$ 3,250.00

Check the appropriate box below:

- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☒ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

Artist Fee Artrageous 07/31/22 (Deposit)

Other Instructions:

Deposit for performance on 07/31/22. Performance contract & COI/Endorsement attached.

All requests will require the following approvals:

Requester: Molly Junokas Digitally signed by Molly Junokas
Date: 2022.05.03 17:41:55 -05'00' Print Name: Molly Junokas
 Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan
Date: 2022.05.03 18:03:40 -05'00' Print Name: Ellen McGowan

Requests \$5,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Area Administrator (only required if request is \$5,000 and over): _____ Print Name: _____

Area Cabinet Officer (only required if request is \$10,000 and over): _____ Print Name: _____

Board Approval Date (only required if request is \$25,000 and over): _____

Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), invoicing@cod.edu

Check Request Form (cont.)

Processing a Check Request:

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.



3575 Cahuenga Blvd., Ste 560
Los Angeles, CA, 90068
CONTRACT #: 19019

Phone: 323.655.5007
Fax: 323.655.5154

This Celebrity Enterprises, LLC – Presenter Agreement for Live Performance of ARTRAGEOUS (the "Agreement") is made this 30th day of December 2021, ("Effective Date") between Celebrity Enterprises, LLC, a New Mexico Limited Liability Company (hereinafter referred to as "ARTIST"), and "Name of Client" (herein referred to as "PURCHASER"). ARTIST and PURCHASER may be collectively referred to herein as the "Parties" or individually as a "Party." It is understood and mutually agreed that the PURCHASER engages the ARTIST to perform the following engagement upon all the terms and conditions hereinafter set forth:

Parties		
Names	Celebrity Enterprises, LLC	"NAME OF CLIENT"
DBA	Artrageous®	College of Dupage
Hereinafter referred to as	"ARTIST"	"PURCHASER"
Address and Agent contact Information	Olivia Celebrity Enterprises, LLC 143 Saddle Spur Trail Tijeras, NM 87059 800.700.3898 olivia@ent123.com	Diana Martinez College of Dupage 425 Fawell Blvd. Glen Ellyn, IL 60137 630-942-3007 martinezd59@ccd.edu

Performance Details	
Venue	Location McAninch Arts Center, 425 Fawell Blvd., Glen Ellyn, IL 60137 (Outdoor Performance)
Performance Date	Date July 31, 2022
Show Times and Duration	Time 4pm
Merchandise	20% (build or artist sell)
Radius Clause	

Payment Details	
Contract Due Date	1/12/22 <i>OK</i>
Full Compensation (100%) Fee Guarantee	Full Fee \$12,750.00 <i>\$16,000.00</i> plus Applicable State Tax <i>N/A - Tax Exempt Org</i> *State Sales and other applicable taxes are the responsibility of and shall be paid by the PURCHASER unless a valid tax exemption certificate is presented to the ARTIST or AGENT at the time of the deposit.
Deposit & Rider Due Date	1/12/22 ASAP after full execution of contract
Deposit (50%) Amount	\$3,250.00
Contract Termination Date	30 days From Contract Effective Date = 1/30/22
Time of Final Payment	Final Payment of \$6,750.00 <i>\$12,750.00</i> due in full prior to commencement of Performance.
Fee Deposit to be Issued to	Harmony Artists, Inc
Federal ID Number	953196365

HARMONY ARTISTS, INC.
BOOKING AGENT: JERRY ROSS
3575 Cahuenga Blvd., Ste 560
Los Angeles, CA 90068
Phone: 323-655-5007 / Fax: 323-655-5154



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*College Check or ACH Payment: see MAC Rider #5

ALL PAYMENTS SHALL BE PAID BY CERTIFIED CHECK, MONEY ORDER, CASHIER'S CHECK, BANK DRAFT, OR CASH IN U.S. DOLLARS, NO PERSONAL OR COMPANY CHECKS, UNLESS OTHERWISE SPECIFIED HEREIN.

It is expressly understood by the PURCHASER and the ARTIST who are parties to this contract that neither Harmony Artists, Inc. nor its employees nor directors are parties to this contract in any capacity other than as Agent and, therefore, that neither Harmony Artists, Inc. nor its employees nor directors shall be liable for the performance or breach of any provision hereof.

TERMS AND CONDITIONS

The Artist's Terms and Conditions are attached and incorporated herein.

1. **Payment.** Payment shall be structured as follows: (a) fifty percent (50%) of the fee shall be paid (TO AGENT) at the execution of this Agreement; and (b) the remaining balance of fifty percent (50%) shall be Paid (TO ARTIST) on the day of and prior to ARTIST'S performance. ASAP after
2. **Default:** In the event that the PURCHASER defaults in any payment or payments when due or breaches any covenant hereof or defaults under any other written agreement with ARTIST or is adjudicated bankrupt or insolvent or files voluntary petition in bankruptcy or reorganization or takes advantage of any insolvency law or if a receiver or trustee is appointed of any substantial portion of its or his assets and such appointment shall not be vacated within ten (10) days, the ARTIST may at its election and in its sole discretion, cancel any or all of the performances set forth in this agreement and the ARTIST may thereafter retain monies received as liquidated damages. The ARTIST, upon its exercise of its election to cancel, shall be released of all obligations under this agreement.
3. **Rescheduling of Performance.** In the event there is a need to reschedule the Performance after the Termination Date, the Parties agree to work in good faith to reschedule the Performance at a date and time mutually agreeable to the Parties and in such case, this Agreement will not terminate.
4. **Cancellation Policy.** If the PRESENTER does not terminate the Agreement (without rescheduling) on or before the Termination Date (30 days from the Effective Date), the ARTIST shall retain the Deposit and the PURCHASER shall pay the balance of the Full Compensation to the ARTIST on the date and time of the Performance.
5. **Force Majeure.** The Parties shall not be liable to one another for loss, damage or failure to perform or delay in performance of obligations under this Agreement or be deemed to be in breach of this Agreement (and the time of performance shall be extended accordingly), if and only to the extent that a failure to perform or delay in performance results from an event beyond a Party's reasonable control, including, without limitation, war (declared or undeclared); acts of God; pandemics, including the COVID-19 pandemic; embargoes; export shipping restrictions; accident; fire; explosion; sabotage; shortage of fuel; inability to obtain necessary labor or material; transportation delays and losses; acts of civil or military authorities; or industrial disturbances resulting in work slow-down or stoppage.
6. **Addendum and Riders.** It is mutually agreed that any attached contract, or any rider(s)/addendums thereto, by and between ARTIST and PURCHASER pertaining to this engagement is supplemental and subordinate to this Agreement. The terms and conditions of this Agreement and the rights, privileges, duties, and obligations arising pursuant thereto shall at all times and in all events and situations be controlling and prevailing.
7. **Choice of law.** The validity, interpretation, enforcement, rights, obligations, remedies and liabilities arising pursuant to this Agreement and any Addendum or rider(s) attached thereto shall be governed by the laws of the State of New Mexico. Venue for any legal action relating to this Agreement shall be exclusively in Bernalillo County, New Mexico. (Amend: see MAC Rider #1)
8. **Indemnification.** PURCHASER shall defend, indemnify and hold harmless ARTIST, its agents, and employees from and against all claims, damages, losses and expenses resulting from PURCHASER'S negligent acts or omissions, and intentional wrongful acts of PURCHASER and its agents and employees. In further consideration, ARTIST shall defend, indemnify and hold harmless PURCHASER, its agents, and employees from and against all claims, damages, losses and expenses resulting from ARTIST'S negligent acts or omissions, and intentional wrongful acts of ARTIST and its agents and employees.

HARMONY ARTISTS, INC.
BOOKING AGENT: JERRY ROSS
3575 Cahuenga Blvd., Ste 560
Los Angeles, CA 90068
Phone: 323-655-5007 / Fax: 323-655-5154



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9. **Dispute Resolution.** The Parties will attempt to resolve any dispute arising out of or relating to this Contract through good-faith negotiations amongst the parties. At least thirty (30) days prior to initiating any dispute resolution procedure as required herein, the complaining Party shall advise the other Party in writing the nature and content of the dispute, and include any relevant documents supporting or related to the claim (the "Dispute Notice"). The responding party shall provide a written response within fourteen (14) days after the receipt of the Dispute Notice. If the matter is not resolved through good-faith informal negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution procedure: (A) Submit the dispute to mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association ("AAA"), and to bear equally the mediator fee charged for the mediation; provided, however, that each Party shall bear its own costs in connection with such mediation. (B) Any and all disputes arising out of or relating to this Agreement, other than injunctive relief, shall be resolved by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association. The Parties agree that in any such arbitration, the arbitration shall be conducted by a single arbitrator. The Parties shall use their best efforts to agree on an arbitrator, but if no agreement can be reached, the Parties shall request that the American Arbitration Association choose the arbitrator. The arbitrator shall not have the power to reform or modify this Agreement in any way and to the extent their powers are so limited. The determination of the arbitrators shall be final and binding on the parties and judgment on it may be entered in any court of competent jurisdiction. The Parties agree to bear the cost of such arbitration equally.
10. **Royalties, Copyrights, and License.** PRESENTER shall be solely responsible for the payment of any and all royalty fees payable as a result of the performance of any copyrighted music or matters performed pursuant to the copyright laws of the United States or any other country and will hold ARTIST harmless and indemnify ARTIST from any claims therefrom. ARTIST grants PRESENTER a limited license solely to the performance contemplated by this Agreement and includes all Artist's names (both real and professional), voices, portraits, pictures, logos, likeness, and/or prior performances for broadcasting, advertising, merchandising, and other commercial purposes as reasonably necessary to give full effect to this Agreement. To the extent not granted herein, ARTIST specifically retains all rights to any copyrighted and trademarked material including but not limited to Artrageous® painted portraits, original copyrighted works and musical compositions.
11. **Video and Audio Taping.** PRESENTER shall not, and shall not permit any person to, record, broadcast or digitally stream in any manner whatsoever, ARTIST'S performance without prior express written consent from ARTIST.
12. **Media Kit.** Celebrity Enterprises LLC will provide to PURCHASER its approved branded media kit. The PURCHASER may not modify Celebrity Enterprises promotional materials in any way, without prior written consent.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

"ARTIST"	
Artist: Celebrity Enterprises, LLC	Name: Olivia Kirkley
Date: 9/12/22	Position: Contract Administrator
Email: olivia@ent123.com	Ph: 505-363-9983
Final Payment to: Celebrity Enterprises, LLC Cosubscribed by:	Federal ID Number: 85-0130426

Signature: *Ellen Roberts*

"PURCHASER"	
Client: College of DuPage 5/2/2022	Name: Diana Martinez
Date:	Position: Director, McAninch Arts Center
Email: martinezd59@cod.edu	Phone: 630-942-3007

Signature: _____
Signatory for College of DuPage:
Ellen Roberts, VP Administrative Affairs

HARMONY ARTISTS, INC.
BOOKING AGENT: JERRY ROSS
3575 Cahuenga Blvd., Ste 560
Los Angeles, CA 90068
Phone: 323-655-5007 / Fax: 323-655-5154



ARTRAGEOUS* Tech Advance & Logistics: Olivia Kirkley / olivia@ent123.com / 505-363-3983

Rider & Production Advance Form / v. 2/2022

VENUE McAninch Center @ College
Bay
 Show Date: 7/31/22 Time: 4pm

Artrageous is a troupe that combines large scale painting with live music, dancing and audience participation - Show length is typically -

1st Half 45 minutes

Intermission 15 minutes

2nd Half 45 minutes

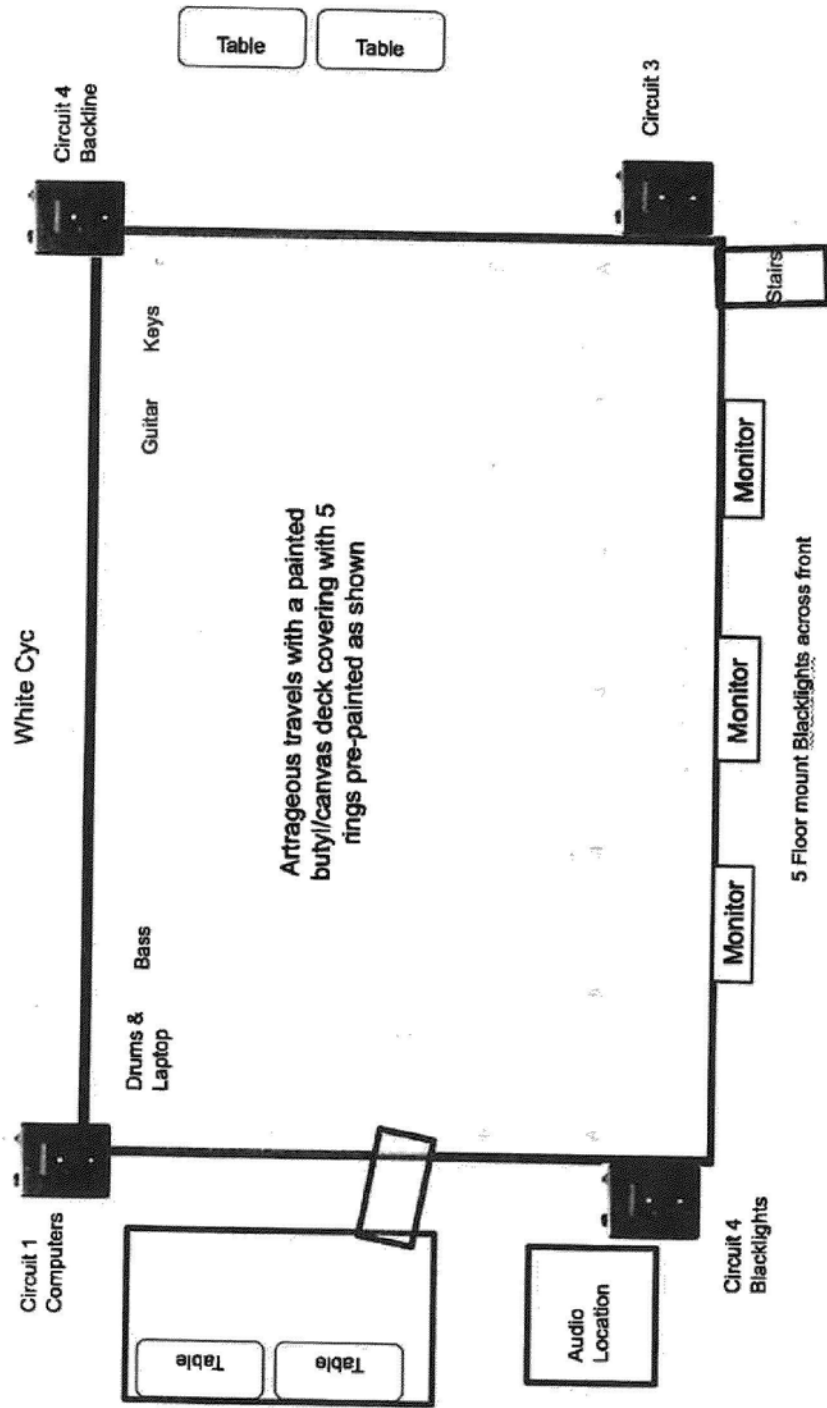
WHAT ARTRAGEOUS PROVIDES	WHAT PRESENTER PROVIDES
Monitor Board - Behringer X32 rack with splitter 8 Wireless Microphones 8 In Ear Monitors for performers Monitor audio technician Backline State of the Art Wildfire Blacklight System DF-50 Hazer Custom butyl/canvas stage deck cover Easels and all set fabrication All Art Materials	Labor: Minimum 2 Load in Crew FOH Audio Engineer Lighting Tech familiar with venue system Curtain / Fly Bar Operator 3 Monitor Wedges Stage Power - 4 separate circuits 5 Microphone Stands (Three Boom, One Straight, One Low Profile) Cyc Steamer 4 3'x6' tables sides of stage 3 Positions of Com 8 rooms for 2 nights 2 Meals Day of Performance (for 11)

ARTRAGEOUS* **Rider & Production Advance Form / v. 2/2022** **VENUE** _____
Tech Advance & Logistics: Olivia Kirkley / olivia@ent123.com / 505-363-3983 Show Date: _____ Time: _____

ARTRAGEOUS CONTACTS			
Tech Advance & Travel Logistics	Olivia Kirkley	olivia@ent123.com	505-363-3983
Tour Relations, Hospitality, Artreach	Lauri Francis	lauri@ent123.com	505-459-1500

VENUE CONTACTS			
Production Coordinator			
Lighting			
Presenter (or interface)			
Catering			

ARK RAGEOUS **Rider & Production Advance Form / v. 2/2022** **VENUE**
Tech Advance & Logistics: Olivia Kirkley / olivia@ent123.com / 505-363-3983
Show Date: _____ Time: _____



ARTRAGEOUS **Rider & Production Advance Form / v. 2/2022** **VENUE**
 Tech Advance & Logistics: Olivia Kirkley / olivia@ent123.com / 505-363-3983
 Show Date: _____ Time: _____

BASICS Artrageous needs from Venue

LOAD IN:

Artrageous travels in two vehicles (One 35' and one 14' long), please let them know of any inclines or tight conditions, send a dock map or photos

Minimum 2 Load in Crew

AT STAGE TOP OF SET UP:

- 2 3x6 Tables SL & SR (4 tables total)
- On stage power drops, 4 circuits - one at each corner of the stage (see stage diagram)
- 3 COM stations- SR Upstage, Lighting FOH, Fly Operator
- Set of stairs into Audience SL. If there is a second set of built in stairs please use stanchions at bottom to block it off.
- Soft goods IN just above head height
- Pit lowered half way down as additional performance area

TECHS FOR CHECKS AND PERFORMANCE:

Audio A1 FOH

Lighting Director

Fly Operator

BASIC TECH TIMELINE:

- 90 Minutes after load in: short COM tech rehearsal Audio, Lights & Curtain. At this time:

AUDIO: monitors set, mains rung out, lines checked, FOH Engineer ready

LIGHTING: patched and focused, Artrageous operator on COM SR

CURTAIN: legs and cyc in; main closed; operator on COM

- Soundcheck follows tech rehearsal, usually 20 to 30 minutes

- Additional Lighting focus if needed after soundcheck

DETAILS

DOCK Location	STAGE SIZE
Dock Level	Apron / Proscenium
Dock Parking	SL Wing Size
Parking Permits	SR Wing Size
Shore Power	Green Room Location
Load In Variables	Catering Location

Rider & Production Advance Form / v. 2/2022

ARRAGEOUS

VENUE

Tech Advance & Logistics: Olivia Kirkley / olivia@ent123.com / 505-363-3983

Show Date: _____ Time: _____

Push to stage		
Stage Door	Internet Password	

LIGHTING Arrageous needs from Venue

Lighting Strategy: Arrageous utilizes the House lighting system and LD. We provide a focus sheet in advance. We rely on coms between our dedicated stage tech and the House LD for cuing timing and looks (as opposed to using a cue sheet). Arrageous features various art forms that lend themselves to dramatic and exciting rock and roll lighting - we like to maximize the in house system & LD to create the most dynamic presentation possible (while staying within reasonable expectations for set up and strike). We will provide a basic show flow.

Focus Overview:

Specials - 5 areas

Washes - Basic no color pink or equivalent

Scenes - We work with the House LD to create a variety of hot and cool scenes to be drawn upon during the performance.

Chases - A variety of Rock and Roll options

Notes: Contact Chris at chris@ent123.com with any lighting questions

- Arrageous provides a Focus Sheet in advance. Contact Olivia olivia@ent123.com

- Ideally Lighting will be hung, colored, basically focused and ready to patch & trim PRIOR to Load In.

- House lights levels: There are 2 sections in the show (1 featuring glow in the dark painting, the other Blacklight) that require as dark as possible in the house...

- Arrageous uses a butyl/canvas deck cover painted with large obvious rings that assist the final focus.

- Arrageous doesn't use Followspots.

- Arrageous also travels with:

State of the Art Wildfire Blacklight System, floor mount

DF-50 Hazer for one routine; if the venue has hazers we would utilize them as well throughout the show.

Astera Pixel Tubes

LIGHTING Details

If Specs are not online please fill out the following overview & Send Current Lighting Diagram to olivia@ent123.com

FOH

Electric 1

Other Electrics

of Fixtures, Basic Types, Movers etc

ARTRAGEOUS **Rider & Production Advance Form / v. 2/2022** **VENUE** _____
 Tech Advance & Logistics: Olivia Kirkley / olivia@ent123.com / 505-363-3983 Show Date: _____ Time: _____

Haze / Policy	House Lights Control	Focus Method (lift, catwalk)
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AUDIO Artrageous needs from Venue

- Artrageous travels with a rolling rack with monitor board, wireless mics, IEMs, and a 32 channel splitter all built in. The splitter has two 15 foot fan-outs with all 32 channels; one side of which stays plugged into their monitor board, the other side goes to the house. The rack can be placed next to the on-stage front of house patch bay or snake box and the splitter fan-out plugged in so that the front of house board receives all inputs directly, bypassing the Monitor board. We run our snake from the splitter to the general instrument area, so the only XLR cables needed are short runs from the inputs to our snake, and three long runs from our monitor board to the monitor wedges. We control the wedges from the auxiliary outputs of our monitor board, and run XLR cables directly to powered wedges or to amp racks for non-powered wedges. Artrageous has an audio technician who will direct the setup of stage audio and run all monitors during soundcheck and performance.

VENUE PROVIDES:

___ "A1" FOH audio engineer for soundcheck and performance
 ___ 3 Monitor Wedges
 ___ 5 Microphone Stands

Notes:

- Stage Right is the preferred location for the Artrageous Audio Rack
- Artrageous has prerecorded walk in, intermission and walk out music they will play from stage

AUDIO Details

House PA/ Subs	Delays/ Fills
Console	Monitors
Position of on-stage patch	DB Restrictions
Stereo	Backstage Feed
# Mic Stands available?	Hearing Assist

ARTRAGEOUS **Rider & Production Advance Form / v. 2/2022** **VENUE** _____
 Tech Advance & Logistics: Olivia Kirkley / 505-363-3983 Show Date: _____ Time: _____

RIGGING Artrageous needs from Venue

- ___ Curtain and/or Fly Bar Operator
- ___ Artrageous has 1 5' x 12' fabric to hang on a fly bar center center. Files in Act 1 - cued over intercom by Artrageous Tech.
- ___ White cyc and black legs
- ___ At load in soft goods in just above head height
- ___ Main Curtain to travel (if possible) and should ride 2" above the deck

Notes:

- During Gallery at the end of show the soft goods slowly out; starting from upstage

RIGGING Details

Main Curtain (Travel / Guillotine)	White Cyc/ Fly
Space in Front of Curtain	Black Traveler/ Fly
Fly System?	# of Leg Sets/ Size

DRESSING ROOMS Artrageous needs from Venue

- ___ At least two dressing rooms - men's / women's with chairs, full length mirrors and coat racks.
- ___ Steamer

DRESSING ROOMS Details

# Dressing Rooms/ Map?	Steamers
Dressing Room Location	Showers
Dressing Room Size	Dryers
# Rolling Racks	Washers

ART RAGEOUS **Rider & Production Advance Form / v. 2/2022** **VENUE** _____
 Tech Advance & Logistics: Olivia Kirkley / olivia@ent123.com / 505-363-3983 Show Date: _____ Time: _____

CATERING - for 11

Please contact Lauri regarding catering - lauri@ent123.com 505-459-1500

Dressing Room Requests:

- 2 Cases Of Bottled Water
- 1 Coffee Station (For 11)
- 1 Tea Station (For 11)

Breakfast Meal Requests: for 11

Easy Foods - Below Are Some Suggestions.
 Fruit, Rice Cakes, Almond Butter, Avocado, Think Thin Bars, Healthy Granola Bars, Sugar Free Oatmeal Packs, Healthy Granola/Cereal,
 Almond Milk, Smoked Salmon

Lunch Meal Requests: for 11

We Have Several Vegans And Gluten Sensitivities
 Salads, Fresh Veggies, Fresh Fruit
 Sandwiches/ Soup/ Sandwich Fixings

Dinner Meal Requests: for 11

We Have Several Vegans And Gluten Sensitivities
 Simple, Fresh Healthy Foods (For 12) Such As ~
 Steamed Or Raw Vegetables
 Salad And Dressings
 One Of The Following Fish, Chicken, Beef
 Cooked Salad Options Such As ~
 Pasta, Potato Salad, Mashed Potatoes, Beans, Hummus, Tofu, Etc.
 Fresh Fruit Dish Or Tray

Please No:

Pork, Fried Foods, Chips, Soda
 Greatly Appreciated By Your Artrageous Team!

ARTRAGEOUS* **Rider & Production Advance Form / v. 2/2022** **VENUE**
Tech Advance & Logistics: Olivia Kirkley / olivia@ent123.com / 505-363-3983 Show Date: Time:

SCHEDULE - To be filled out between Arttrageous & Venue Production Team			
<p>- 4 hours minimum needed for load in and tech rehearsals</p> <p>BASIC TECH TIMELINE:</p> <ul style="list-style-type: none">- 90 Minutes after load in: short COM tech rehearsal Audio, Lights & Curtain. At this time: AUDIO: monitors set, mains rung out, lines checked, FOH Engineer ready LIGHTING: patched and focused, Arttrageous operator on COM SR SET: placed PERFORMERS: standing by CURTAIN: legs and cyc in; main closed; operator on COM - Soundcheck follows tech rehearsal, usually 20 to 30 minutes - Additional Lighting focus if needed after soundcheck <p>LOAD OUT:</p> <ul style="list-style-type: none">- Arttrageous requires 2 hours for strike and load out. (2 hands are appreciated)			
SCHEDULE FOR ARTREACH SHOW (if applicable)		SCHEDULE FOR EVENING SHOW	
CALL	TIME	CALL	TIME
Load In		Load In	
		Lunch	
Breakfast			
Tech Rehearsal		Tech Rehearsal	
Sound Check		Sound Check	
Doors		Dinner	
Show		Doors	
Lunch		Show	
		Load Out	

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

This Rider, dated **Wednesday, March 23, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as **PURCHASER**) and **Celebrity Enterprises, LLC, a New Mexico Limited Liability Company** (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 a 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.

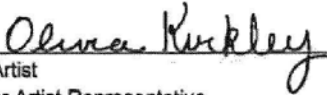
COVID-19 Protocol

31. Per Section 4 of the Illinois Executive Order 2021-20 (COVID-19 Executive Order No. 87) dated August 26, 2021, it is understood that PURCHASER is part of an institution of Higher Education and requires all employees, volunteers, and contractors to be fully vaccinated against COVID-19. ARTIST and any other individuals associated with ARTIST who will be present on-site during day of show or load-in/load-out must provide proof of vaccination against COVID-19 or a negative COVID test within 72 hours of arrival.

**COLLEGE OF DuPAGE
McAninch Arts Center**

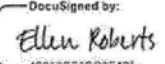
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: _____

Date: 4/12/22

DocuSigned by:

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

Date: 5/2/2022

**McAninch Arts Center
Contact Information**

Director - Diana Martinez	630-942-3007, martinezd59@cod.edu
Contracts/ Payment – Ellen McGowan	630-942-3009, mcgowan@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)
04/13/2022

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).

PRODUCER Elemental Risk Management, LLC 11024 Montgomery Blvd., NE Albuquerque, NM 87111	CONTACT NAME: Kaitlyn Kirby PHONE (A/C, No, Ext): (505) 933-6511 E-MAIL ADDRESS: services@erm-ins.com FAX (A/C, No): (505) 404-6259 INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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INSURED (505) 281-1149
Celebrity Enterprises LLC
137 SADDLE SPUR TRL
TIJERAS, NM 87059-7824

COVERAGES

CERTIFICATE NUMBER: Cert ID 4727

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 SUBR INSD 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:		CPA7501811-14	01/02/2022	01/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPA7501811-14	01/02/2022	01/02/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUA7501811-14	01/02/2022	01/02/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	WCA7501810-14	01/21/2022	01/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property - Commercial		CPA7501811-14	01/02/2022	01/02/2023	Building - RC \$ 2,358,000
A	Property- Commerical		CPA7501811-14	01/02/2022	01/02/2023	Deductible \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
McAninch Arts Center, College of DuPage is included as an additional insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

Kaitlyn Kirby

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Blanket as required by written contract executed prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

From: [Gieschen, Philip](#)
To: [Junokas, Molly](#)
Subject: Re: For Review/Approval - COI & EP Artrageous 07-31-22
Date: Monday, April 18, 2022 4:44:08 PM

Hi Molly,

This is perfect!

Phil Gieschen
Coordinator / Risk Management
College of DuPage
425 Fawell Blvd.
Glen Ellen, IL 60137
630/942-2993

From: Junokas, Molly
Sent: Monday, April 18, 2022 4:21 PM
To: Gieschen, Philip
Subject: For Review/Approval - COI & EP Artrageous 07-31-22

Hi Phil,

When you get a moment, would you please take a look at the attached COI and endorsement page and let me know if they are acceptable? This is for the performing artist Artrageous, who will be at the MAC on 07-31-22.

Please let me know if you need any other information.

Thank you,

Molly Junokas
McAninch Arts Center, College of DuPage
630-942-3042 | junokasm@cod.edu

"Junokas, Molly" <junokasm@cod.edu>

Check Request - Artist Fee Artrageous Deposit 07/31/22

"Junokas, Molly" <junokasm@cod.edu>

Fri, May 6, 2022 at 04:03 PM GMT

CC:

BCC:

Good morning,

Please see attached for a check request Harmony Artists, Inc. This is the deposit payment for artist Artrageous who will perform at the MAC on 07/31/22.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

1 attachment

Signed Check Request Form Harmony Artists Inc Artrageous Deposit 07-31-22.pdf