

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1654452

Vendor Name: Jacobs Web Design Inc, DBA Kenny Rodger

Invoice Number: TR23-KENNYDEP

Invoice Date: 5/4/2022

PO Number:

Check Number: E0089587

Check Amount: \$ 7,500.00

Check Date: 05/10/2022

Voucher Number: V0738046

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: 05/04/22 Vendor ID: 1654452 Vendor Name: Jacobs Web Design, Inc DBA Kenny Rogers Band

Payee Address: 5154 Lake Valencia Blvd E., Palm Harbor, FL 34684 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-KENNYDEP	05-60-11601-1700001	MAC Touring: Prepaid Exps	7,500.00
Total			\$ 7,500.00

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 Through The Years Kenny Rogers Band 07/15/22 (Deposit)

Other Instructions:

Deposit for performance on 07/15/22. Performance contract & COI/Endorsement attached.

Note for MAC: 460 Artist Fee TR23_KENNY

All requests will require the following approvals:

Requester: Molly Junokas Digitally signed by Molly Junokas
Date: 2022.05.04 09:18:53 -05'00' Print Name: Molly Junokas

Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan
Date: 2022.05.04 12:55:02 -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): Diana Martinez Digitally signed by Diana Martinez
Date: 2022.05.04 12:55:02 -05'00' Print Name: Diana Martinez

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.

College of DuPage Performance Agreement

This AGREEMENT made by and between Through the Years LLC f/s/o Kenny Rogers Band (hereinafter called ARTIST) and College of DuPage / McAninch Arts Center (hereinafter called PRESENTER) is the complete understanding governing the services to be provided by ARTIST to the PRESENTER. ARTIST and PRESENTER have and do agree as follows:

I. Services to be rendered by ARTIST

A. ARTIST will provide a concert performance at the Lakeside Pavilion at College of DuPage (If Rain, show may be moved or cancelled)

B. Performance Date:
Friday, July 15, 2022, 7:30 pm
Two 45-minute sets with 20-minute intermission

Sound Check: Prior to 5:00 pm
To be arranged with Joe Hopper, Production Manager
630-942-2913
hopper@cod.edu

Pavilion opens at 6:00 pm
Admission is free
Load-out immediately following

C. For this engagement, ARTIST will provide at its sole expense, all salaries and fees of its personnel.

II. Services to be rendered by ARTIST, General Terms

For this engagement, ARTIST will provide at its sole expense, all of the following elements:

- 1) ARTIST will arrange and pay for transportation, and for transportation of Artist's goods and equipment.
- 2) ARTIST will provide and pay for all scenic elements, props, wardrobe, and recorded music (sound tapes) or live musicians required to be used in the engagement.
- 3) ARTIST warrants that it holds all required performing rights for the engagement. ARTIST will pay all required fees and royalties for such works including choreography, design, et al.
- 4) ARTIST will provide technical rider to Purchaser for approval.

III. Insurance and Liability

- A. ARTIST warrants that it maintains and pays appropriate liability coverage, social security, workers compensation, disability and appropriate medical coverage for its employees whose participation in the engagement is contemplated.
- B. ARTIST will provide PURCHASER with Certificate of Insurance naming College of DuPage and Endorsement Page. A Certificate of Insurance must be furnished providing 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 or Endorsement Page.
- C. ARTIST agrees to hold College of DuPage/McAninch Arts Center, its Trustees, officers, directors, agents, successors and assigns, harmless from and against all losses, damages,

injuries, claims, demands, and expenses, including attorney's fees, which may arise during the performance of this agreement.

III. Obligations of the Presenter-Payments to the Artist

A. Among its other obligations to be assumed under the Agreement as outlined herein, PRESENTER agrees to make certain payment(s) to ARTIST, which payment(s) shall be known as the "engagement fee," to be made to ARTIST in recompense for its services to be rendered. PRESENTER warrants and acknowledges that timely and complete payment of the engagement fee is of the essence of the Agreement and its obligations.

B. Payment of the engagement fee of \$15,000.00 to be paid by college check or ACH Payment as follows:

Deposit	\$7,500.00 to Artist by July 8, 2022
Final Payment	\$7,500.00 to Artist on night of performance.

W-9 form to be provided by ARTIST. Payments shall be made out to: Kenny Rogers Band

C. PRESENTER agrees to provide zero (0) complimentary tickets per performance. Event is free and anyone is welcome.

D. PRESENTER will provide all tech support necessary for the performance per agreed upon rider, including sound crew, sound system, load-in, set-up, and teardown help. Load-in time to be determined with Production Manager.

E. Dinner hospitality, water included, provided for ARTIST. No alcohol shall be provided.

IV. Events beyond the Parties Control (Force Majeure)

A. In the event that either or both parties shall be prevented from completion of its obligations under the Agreement as a result of Acts of God, labor disputes, civil tumult, war, riot, governmental actions or restrictions, failure, or any other legitimate condition beyond the control of the ARTIST and/or PRESENTER, the parties shall then be relieved respectively of their obligations hereunder and there shall be no claim for damages by either party against the other. In such circumstances, if ARTIST has received a portion of its engagement fee from PRESENTER as a deposit prior to the engagement, ARTIST shall refund the deposit to PRESENTER.

B. It is best understood and agreed that both parties shall make "best efforts" to overcome and adapt to circumstances described in this Article of Agreement in order to meet the obligations of the engagement in any way possible given the circumstances.

V. Riders to this Agreement

A. Standard Performance Rider is attached to and made a part of this Performance Agreement.

B. Merchandise Sales

If ARTIST wishes to sell merchandise, ARTIST will provide any and all merchandise and seller. Percentage to PRESENTER for merchandise sales is 0. If seller is provided by PRESENTER, \$75 fee and 10% of sales will be retained by PRESENTER to cover labor charges.

ARTIST agrees to the Right to Record and Livestream to Facebook. Please check
ARTIST preference below regarding Right to Videotape.

(1) Right to Record/Livestream:

- ☐ Videotaping not allowed.
☐ Videotaping limited to incomplete tunes
☐ Videotaping unrestricted

IN WITNESS WHEREOF, the parties hereto have agreed to and signed this Agreement
(Including any riders and/or addenda attached):

For the Presenter:

DocuSigned by:

Ellen Roberts

Ellen Roberts

4/19/2022

Date

VP Administrative Affairs

College of DuPage
McAninch Arts Center
425 Fawell Boulevard
Glen Ellyn, IL 60137
MAC Administrative Office 630-942-3008
MAC Ticket Office 630-942-4000

Venue Contact:

Diana Martinez, MAC Director
630-942-3007
martinezd59@cod.edu

Production Contact:

Joe Hopper, Production Manager
630-942-2913
hopper@cod.edu

For the Artist:

Charles Jacobs

Artist/Manager Signature

Date

Charles Jacobs

Title

Kenny Rogers Band

The KENNY ROGERS Band
present
THROUGH *the* YEARS
featuring **DON GATLEN**

Regarding the proposed "Through The Years" engagement in Glen Ellyn, IL
on, 07/15/22 this Letter of Agreement sets forth additional terms and conditions
for said engagement and is hereby made part of the contract dated, between *Through The*
Years (ARTIST) and College of DuPage (PURCHASER).

1. BILLING

A. ARTIST s hall receive 100% sole exclusive headline billing in any and all advertising and publicity.

B ARTIST shall close the show at each performance during their engagement unless specifically provided herein.

C. ARTIST must approve any attraction on this program. Opening act plays no longer than 35 minutes unless management approves otherwise.

2. PAYMENT

A. PURCHASER shall make all payments to ARTIST or ARTIST'S representative in a secured, private area, which cannot be observed by anyone, either staff or audience.

B. All payments provided for hereunder shall be made in cash or certified funds. Any and Rider #5 all payments shall be made in U.S. currency unless specifically provided herein. Deposits shall be made in certified funds (Cashier's Check, Company Check or ACH transfer) payable to ARTIST. College

C. All payments shall be made as provided herein. In the event PURCHASER fails to make payments at or before the time stipulated, ARTIST shall have the right to withhold performance without prejudice to his rights hereunder.

3. TICKETS

Performance is free and general admission - all are welcome.

~~PURCHASER agrees to make 18 complimentary tickets available to ARTIST or ARTIST'S management, the unused portion of which may be placed on sale the day of performance with the permission of ARTIST or ARTIST'S representative.~~

4. PUBLICITY AND ADVERTISING

PURCHASER shall use only those photographs and publicity materials provided by ARTIST'S representative for advertising and publicizing this engagement.

5. PARKING

PURCHASER is providing at no cost to ARTIST safe parking close to the performance Load in area. ARTIST travels in a 15 passenger van with trailer or a 48 foot Bus. (to be advanced)

6. CREDENTIALS

ARTIST will use house credentials

7. MERCHANDISE / MEET AND GREET

ARTIST OR ARTIST'S licensee shall have the sole right to sell, advertise, promote and distribute in and about the venue any and all merchandise bearing ARTIST'S name and/or likeness, including but not limited to souvenir program books, pictures, records, items of clothing and jewelry. All receipts derived from the sale of said merchandise belong solely to ARTIST. PURCHASER shall provide one table and two chairs near an AC outlet for the sale of said Merchandise.

ARTIST shall have the sole discretion to make themselves available at the end of performance for a MEET AND GREET to be around the merchandise table.

If ARTIST sells, Artist receives 100% of sales
If PURCHASER sells, Purchaser receives 10% of sales and \$75 fee to cover cost of labor.

8. ACCOMMODATIONS

PURCHASER is providing accommodations, ARTIST prefers to stay in a 3-4 star hotel located near the venue. The reservation should be for eight (8) non-smoking rooms in the name of Kenny Rogers Band. (Chuck Jacobs) for the night prior to engagement and the night of the show.

Hotel must have television, free high-speed internet connection and telephone in the rooms. If you are in doubt as to the suitability of the accommodations, please call Technical Director - Frank Farrell 816-678-7199.

PURCHASER should notify Management by telephone, letter or fax of accommodation arrangements not less than two (2) weeks prior to ARTIST'S engagement.

PURCHASER must supply the following (name of hotel, street address, directions from airport and/or nearest interstate, telephone, fax, and confirmation number).
ALL HOTEL RESERVATIONS SHOULD BE GUARANTEED FOR LATE ARRIVAL OR
PURCHASER MUST CHECK IN FOR ARTIST IN ADVANCE OF ARTISTS ARRIVAL.

9. DRESSING ROOM AND HOSPITALITY

A. PURCHASER agrees to furnish one or two clean, lockable, private dressing room with a well-lit mirror and private bathroom facilities for ARTIST.
PURCHASER agrees to keep this area off-limits to any and all audience members and agrees to be solely responsible for the security of items in the dressing room, and shall keep all unauthorized persons from entering said area.
Dressing room should have comfortable seating for 10 people and a standard electrical outlet.

Wifi should be available at the dressing rooms (free of charge)

B. Promoter shall provide the following – At sound-check. Snacks and beverages to include:

The following items are requested

- (2) 4 pack of Starbucks Doubleshot Espresso & Cream, 6.5 Fl. Oz., in Dressing-room (iced down)
- One case (24) of bottled drinking water in green-room. (iced down)
- Humus, veggie/fruit plate, deli tray or chips and salsa upon arrival (snack)

ii. Choose one:

A) ___ Hot, light, healthy meals for nine people, at least 2 hours before show including a vegetarian and vegan (no meat, no cheese, no dairy) option;

or

B) ___ \$35 buy-out per person. (8 people)

D. PURCHASER agrees to provide

-12 Clean Shower size Towels. pre washed. -9 Black Hand Towels for the stage

10. SOUND CHECK

A sound check will be required on the day of performance (90 minutes prior to the opening of the house unless otherwise arranged), after the stage is set and all equipment is in operating order.

Sound check shall last for no more than an hour.

11. TECHNICAL AND STAGING

A. SOUND EQUIPMENT

PURCHASER shall provide a professional quality House sound system adequate to cover

Venue. The House will be advanced by ARTIST and mutually agreed-upon.

(JBL - Clair - d&b - L-Acoustics)

The above system should cover a small auditorium or theater (1000 seats). Size of main speakers and power amplification should be increased accordingly for larger facilities or outdoor festivals.

1. The mixing and sound board must be operated from an audience position. This position must have a full, clear view of stage center and be protected from weather if the performance is an outside show.

2. THE VENUE OR SOUND COMPANY SHALL PROVIDE ONE (1) QUALIFIED SOUND TECHNICIAN(S) WHO SHALL BE THE SAME PERSONS AT THE SOUND CHECK AND ALL

PERFORMANCES OF THIS ENGAGEMENT IN ORDER TO ASSIST ARTIST AND/OR HIS REPRESENTATIVE.

10. Please provide name and day of show phone number/email of house sound engineer.

1. PURCHASER shall provide the following audio equipment.

- 1 - S6L Avid or like FOH desk (No PM5D) 48 Input 16 Output**
- 1 - M32 32 channel consoles Monitor Desk - (wireless router attached)**
- 4-Monitorwedges (JBL-Clair-D&bM4orM2-LacousticX12orX15)withamps**
- 6 - Sennheiser EW300 iem G3 OR Shure PSM 1000 (With distribution and powered antenna).**
- 1 - Snake 32 split for FOH and Monitor desk. 2 - 75 foot 12 channel audio sub snake**
- 1 - 50 foot 12 channel audio sub snake**
- 25 - 25 foot XLR cables 25 - 50 foot XLR cables**
- 2 - Shure wireless UR4D (SM58 heads) 1 - Audix D6 with clips**
- 4 -Audix D4 with clips**
- 2 -e904 with clips**
- 3 -e914 with clips**
- 3 -e935 with clips**
- 4 - Shure SM57 with clips 9 - Radial J48 Active Direct**
- 12 - Small Booms Stands 8 - Large Boom Stands**
- 2 - Straight Stand**

BACKLINE:

2 - KURZWEIL PC3K8 Fully Loaded /

1 - DRUM KIT

- 22" kick drum with tom mount on drum**
- 10" / 12" toms**
- 14" / 16" floor toms**
- 5- boom cymbal stands**
- 2- short cymbal boom**
- 1- hi hat stand**

- 3- snare stand
- 2- Chain driven kick pedal
- 2- snare drums 1 metal / 1 wood 6 1/2 X 14 in NEW HEADS

B. LIGHTS

1. PURCHASER shall provide a professional quality lighting system for any indoor performance and/or any outdoor performance when performance will take place near or after sunset.
2. Lighting should be a minimum of a general stage wash covering the entire area designated on the stage diagram.
3. THE VENUE OR LIGHTING COMPANY SHALL PROVIDE ONE (1) QUALIFIED LIGHTING TECHNICIANS WHO SHALL BE THE SAME PERSONS AT THE LOADIN AND ALL PERFORMANCES OF THIS ENGAGEMENT IN ORDER TO PROGRAM AND OPERATE THE SUPPLIED LIGHTING SYSTEM.

C. STAGE

LOCAL CREW

PURCHASER shall provide at no cost ARTIST 2 (two) Loaders for the load in and load out

1. PURCHASER shall provide a covered (32' wide X 24') deep stage which will protect ARTIST from the elements, including bright sun and/or rain and insure the safety of ARTIST and ARTIST'S equipment.

2. RISERS

- 1 (one)- 8x8x 2 foot Drum Riser
- 2 (two)- 4x6 or 4x8 x 1foot placed on both sides of the drum riser (long side US to DS)
- 2 (two)- 8x8 1 foot SL and SR at the ends.
- 5 (five)- Bar stools (black)

3. BACKDROP

Please provide a full stage black UpStage of the drum riser, through) for outdoor stages.

2. INPUT LIST AND STAGE PLOT PROVIDED PER ADVANCE.

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

This Rider, dated **Tuesday, March 22, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Through the Years LLC f/s/o Kenny Rogers Band** (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.

COVID-19 Protocol

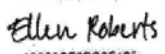
31. Per Section 4 of the Illinois Executive Order 2021-20 (COVID-19 Executive Order No. 87) dated August 26, 2021, it is understood that PURCHASER is part of an institution of Higher Education and requires all employees, volunteers, and contractors to be fully vaccinated against COVID-19. ARTIST and 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.

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative
Charles Jacobs
Kenny Rogers Band

Date: _____

Date: Mar 23, 2022

DocuSigned by:

By: _____
1908ACF0BC3F425
Ellen Roberts, VP Administrative Affairs
College of DuPage

4/19/2022
Date: _____

**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)
03/23/2022

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 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 Foresite Sports, Inc. DBA: Eventsured 24 S. Newtown Street Road Newtown Square, PA 19073	CONTACT NAME: Eventsured Customer Service PHONE (A/C, No, Ext): 888-882-5902 E-MAIL ADDRESS: info@eventsured.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE: INSURER A: Houston Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 42374
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COVERAGES	CERTIFICATE NUMBER: TM232062	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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	H21SE00006/TM232062	07/15/2022 12:01AM	07/16/2022 2:01AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insured's operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Band to be held on 07/15/2022 - 07/15/2022 with 2000 attendees at College of DuPage-McAninch Arts Center 425 Fawell Boulevard Glen Ellyn, IL 60137. Additional Insureds include: College of DuPage-McAninch Arts Center 425 Fawell Boulevard Glen Ellyn, IL 60137.

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TOKIO MARINE
HCC

POLICY NUMBER: H21SE00006

This insurance effected on behalf of:

**Scheduled Members of Special Event Planners Association
24 S. Newtown Street Road
Newtown Square, PA 19073**

provided for:

GENERAL LIABILITY INSURANCE

As per attached terms and conditions

by:

HOUSTON CASUALTY COMPANY

13403 Northwest Freeway

Houston, Texas 77040

Telephone: (713) 462-1000

Facsimile: (713) 462-4210

Michael J. Schell
President and CEO

Alexander Ludlow
Secretary

In Witness Whereof, the Company has executed and attested these presents but this policy shall not be valid unless signed by a duly authorized representative of the Company.

ALL CLAIMS TO BE REPORTED IMMEDIATELY TO HOUSTON CASUALTY COMPANY

From: [Gieschen, Philip](#)
To: [Junokas, Molly](#)
Subject: RE: COI Question - MAC Lakeside show Through the Years
Date: Thursday, March 24, 2022 9:39:18 AM

Hello Molly,

Yes, insurance is accepted as presented.

Phil Gieschen
Coordinator of Risk Management
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630/942-2993
giesche@cod.edu

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From: Junokas, Molly <junokasm@cod.edu>
Sent: Thursday, March 24, 2022 9:38 AM
To: Gieschen, Philip <giesche@cod.edu>
Subject: RE: COI Question - MAC Lakeside show Through the Years

Good morning Phil,

Here is the Through the Years COI and EP for final review. Would you please take a look when you get a moment and let me know if it is acceptable?

Thank you,
Molly

From: Junokas, Molly
Sent: Wednesday, March 23, 2022 5:07 PM
To: Gieschen, Philip <giesche@cod.edu>
Subject: RE: COI Question - MAC Lakeside show Through the Years

Ok, thank you! I will let them know about the ACCORD/official format.

Hope you have a good evening,
Molly

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

Check Request - Artist Fee Kenny Rogers Band Deposit 07/15/22

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

Wed, May 4, 2022 at 07:51 PM GMT

CC:

BCC:

Good afternoon,

Please see attached for a check request for Jacobs Web Design, Inc dba Kenny Rogers Band. This is the deposit payment for artist Kenny Rogers Band who will perform at the MAC on 07/15/22.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

1 attachment

Signed Check Request Form Jacobs Web Design Inc Kenny Rogers Band Deposit 07-15-222.pdf