

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1504863  
Vendor Name: Gus Giordano Jazz Dance Chicago, Inc.,D  
Invoice Number: TR23-GIORDANODEP  
Invoice Date: 8/22/2022  
PO Number:  
Check Number: 0302342  
Check Amount: \$ 6,000.00  
Check Date: 09/13/2022  
Voucher Number: V0750326  
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: 08/22/22 Vendor ID: 1504863 Vendor Name: Gus Giordano Jazz Dance Chicago, Inc. DBA Giordano Dance Chicago  
 Payee Address: 1754 N Clark St Chicago, IL 60640 Payment Due Date: ASAP

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR23-GIORDANODEP	05-60-11601-5309004	MAC Touring: Performing Arts Services	6,000.00
Total			\$ 6,000.00

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 Giordano Dance Chicago 10/15/22 (Deposit)

Other Instructions:

Deposit Payment for performance on 10/15/22. Performance Contract, COI/Endorsement, Board Approval attached.

Note for MAC: TR23\_GIORDANO 460 Artist Fee

**All requests will require the following approvals:**

Requester: Molly J unokas Digitally signed by Molly J unokas  
Date: 2022.08.22 13:39:58 -05'00' Print Name: Molly J unokas  
 Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan  
Date: 2022.08.22 14:28:59 -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: 2022.08.22 14:28:59 -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](mailto: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.

# GIORDANO DANCE CHICAGO

## Performance Agreement

This AGREEMENT is made this day, April 20, 2022, by and between **Gus Giordano Jazz Dance Chicago, Inc., d/b/a Giordano Dance Chicago**, 1754 North Clark Street, Chicago, IL 60614 (hereinafter "Company") and **McAninch Arts Center/College of DuPage** 425 Fawell Boulevard, Glen Ellyn, Illinois 60137 (hereinafter "Presenter").

1. **ENGAGEMENT DESCRIPTION:** Presenter hereby engages from the Company the following services:

**One performance, October 15, 2022, at McAninch Arts Center, 7:30PM, approximately 105 minutes in duration including one intermission; and**

**A master class with Nan Giordano at a time TBD, pre-performance chat with Nan Giordano, OR a post-performance ballroom class on stage. One of these Community Engagement options or other to be mutually agreed upon by the Presenter and the Company at a later date.**

Other performance, outreach, or educational activities may be arranged at a future date by mutual consent between the Company and the Presenter.

For the compensation as set forth herein, the Company hereby agrees that the Company shall render such services, subject to the terms and conditions set forth herein. The company will consist of twelve (12) people including performers and staff.

2. **ENGAGEMENT SCHEDULE:**

The Company's performance(s) and services will be performed at the following times and locations.

<u>Date</u>	<u>Time</u>	<u>Activity</u>	<u>Location</u>
Friday October 14, 2022	TBD	Possible Load-in	McAninch Arts Center
Saturday October 15, 2022	TBD	Travel	Chicago to Glen Ellyn
	TBD	Technical Rehearsal/Spacing	McAninch Arts Center
	TBD	Community Engagement	McAninch Arts Center
	7:30PM	Public Performance	Orpheum Theatre
	TBD	Travel	Glen Ellyn to Chicago



**3. FEES AND COSTS:**

- a. As compensation for, and in full consideration of, the Company's Engagement under this Agreement, Presenter shall pay to the Company a net fee of USD \$18,000.00 (Eighteen Thousand Dollars), hereinafter "Engagement Fee". Payment will be made without any deduction or offset whatsoever and net of any and all taxes, fees, duties, or withholdings imposed by any federal, state or local authorities or any subdivisions thereof. The fee shall be paid as follows:

- i. First payment, in the gross amount of USD \$6,000.00 (Six Thousand Dollars) as a good-faith deposit due upon signing of Agreement via check made payable to Giordano Dance Chicago or ACH Transfer.

After July 1, 2022, per College budget cycle

MEM 7/6/22

- ii. Second payment, in the gross amount of USD \$12,000.00 (Twelve Thousand Dollars) on Saturday, October 15, 2022, the date of the performance, at any time before or during intermission, via check made payable to Giordano Dance Chicago.

The time and payment is of the essence of this Agreement.

- b. Presenter agrees to pay the following additional costs:

- i. Hospitality the day of the McAninch Arts Center performance on Saturday, October 15, 2022.

- c. Presenter understands and agrees that all fees, costs, reimbursable expenses, and other payments to the Company under this Agreement shall be made payable to **Giordano Dance Chicago, 1754 North Clark Street, Chicago, Illinois 60614.**

- d. In the event that any or all of the Company's fees and costs, including any reimbursable costs, are not paid within 30 days of when due, Presenter agrees to pay interest on all outstanding amounts of 1.5% per month (18% per year).

per IL Local Government Prompt Payment Act

MEM 7/6/22

- e. FAILURE OF PRESENTER TO PAY AFOREMENTIONED FEES AND COSTS, INCLUDING REIMBURSABLE COSTS, SHALL RELIEVE THE COMPANY OF ANY OBLIGATIONS PURSUANT TO THIS AGREEMENT. HOWEVER, PRESENTER SHALL REMAIN LIABLE FOR PAYMENT OF ALL SUCH FEES AND COSTS TO THE FULL EXTENT OF THIS AGREEMENT.

- 4. COMPANY COSTS AND EXPENSES:** The Company's costumes, properties, sets, music and sound recordings, and artistic content as necessary for its performances, will be provided by the Company at its own expense.

**5. COMPANY TECHNICAL REQUIREMENTS:**

a. Presenter agrees to provide and assume all costs for the following, as well as those requirements set forth in the Technical Rider attached to this Agreement and incorporated herein.

- i. Theatre or auditorium, complete with adequate stage lighting and at a temperature of 72°F, must be made available 12 hours prior to the Company's performance at the Theater, for the purpose of rehearsal, load-in, classes, and staging.
- ii. Stage and wing space must be completely clear and clean before rehearsal and performance. Rehearsal room should also be provided for warm-up rehearsal when stage is not available due to technical use by the Company.
- iii. Two large dressing rooms, each accommodating at least seven (7) persons, containing make-up mirrors, tables, chairs and hanging facilities for the Company's costumes; properly masked to assure privacy, must be provided. These rooms are to be well lit, heated, clean, and served by private washrooms with hot and cold running water.
- iv. Presenter agrees to furnish the necessary personnel required including, but not limited to, ushers, ticket takers, stage hands, electricians, and sound technicians, and any license (if required).
- v. A loading crew of competent persons to be on call at such times as the Company specifies and released from call upon the Company's specific release, and/or as shall be required by any union having jurisdiction over the services to be rendered at any performance, sufficient in number to expeditiously and carefully assist in the loading and unloading on the Company's arrival to and departure from the theater. Presenter shall comply with (and make the Company aware of) any recognized requirements of any such union.
- vi. All required permits and licenses, insurance coverage (comprehensive general liability, personal injury, property damage, etc.) and insurance for Presenter's facilities and activities, and adequate insurance coverage for all Company activities, including, without limitation, insurance against losses to the Company or its personnel due to such occurrences as fire, theft and personal liability.

Company shall also provide Certificate of Insurance, naming College of DuPage and Endorsement Page, see MAC

Rider #8

b. All sound and lighting equipment will be provided at Presenter's expense. If equipment is not available at the theater as part of its equipment complement, Presenter shall rent or otherwise provide such equipment at Presenter's expense. All equipment necessary for the Company's performances shall be in good working order, as determined by the Company in its reasonable judgment, and present at the theater prior to the Company's arrival. Additionally, Presenter shall arrange to have all lighting in place, hung, plugged in and focused in accordance with the Company's lighting plot prior to the Company's arrival at the theater.

WKM  
7/6/22

c. The Technical Rider shall be deemed an essential part of the Agreement and is incorporated herein by reference. Presenter acknowledges that the Company is relying on the information furnished by Presenter regarding the Theater's technical facilities. If that information is not accurate and complete in all respects, the Company shall have the right to cancel the Engagement, and Presenter shall remain liable to the Company for all amounts due and payable under this Agreement (including, without limitations, the Fee, the cost of any nonrefundable portion of travel arrangements entered into by the Company prior to the effectiveness of such cancellation, plus any other costs specified herein).

**6. COMPLIMENTARY TICKETS:** Presenter will provide up to ten (10) complimentary tickets for the performance. Two of the tickets may be used by the Artistic Director or Artistic Assistant. The box office manager will be informed at least one day prior to the performance as to number of tickets to be utilized.

**7. PROGRAM AND PUBLICITY:**

- a. Unless otherwise specified herein, the content of the performance(s) shall be determined at the sole discretion of the Company.
- b. Presenter shall have printed, at its expense, and available for distribution at the time of the performance, a sufficient number of programs in conformity with the materials furnished by Company. The Company will provide at no charge to the Presenter the Company's program information, photos and press kit. Presenter agrees to include any program ad if needed to fulfill a promotional agreement.
- c. Each performance shall be billed under the name:

**Giordano Dance Chicago**

- d. Presenter agrees to provide Company with a copy of all advertising, publicity materials and programs in sufficient time prior to their distribution for Company to review such materials. Presenter further agrees to make all reasonable corrections, edits, or changes to such materials which may be requested by the Company with regard to those matters describing, depicting, or representing the Company. The Company further reserves the right to change the program copy and the option to request a program copy insert by printed and distributed at Presenter's expense, if the program has already been printed.
  - e. Approved, high-resolution photos of Giordano Dance Chicago for Presenter's marketing and promotional needs are available from Joshua Blake Carter, Operations Manager. Please email him at [joshuablakecarter@giordanodance.org](mailto:joshuablakecarter@giordanodance.org) or call at 312-922-1332 for photos and other promotional assistance.
8. **REPRODUCTION RIGHTS AND RESTRICTIONS:** Recordings, photographs, videotaping or any other transmission or reproduction of any performance(s) or residency activity, or any part thereof, by any means or media now known or hereafter invented, including, but not limited to audio, visual, or audio-visual means are strictly forbidden unless a formal request has been made in writing and granted in writing by Company. If any such unauthorized recording is discovered, the Company shall have the right to withhold the performance of the Company's services under this Agreement without prejudice to the Company's rights hereunder. Notwithstanding the foregoing, the Company has the right to record for archival and other purposes. Prior to the engagement, the Presenter shall describe in advance to the Company its staff policies and protocol when such occurrences take place during performance.
9. **ROYALTIES AND LICENSE FEES:** Company will be solely responsible for paying any and all royalties and license fees required by the applicable performing rights society(ies) in connection with the public performance on stage of live or recorded music at Presenter's venue. Presenter is responsible for licensing of any music played in the house not associated with the on stage performances.
10. **RESIDENCY ACTIVITIES:** If applicable, the nature and scope of any residency activities must be approved by the Company in advance of arrival. The Company, in its sole discretion, shall determine which members or contractors shall participate in each residency activity.

11. **SALE OF MATERIAL AND SOUVENIRS:** Subject only to any Theatre regulations, which cannot be waived, the Company may make available for sale, on its own account alone, in the Theatre lobby or equivalent, T-shirts, tapes, programs, and other materials and souvenirs relating to the Company. The Company will provide such materials. The Presenter will make any arrangements for this activity as local circumstances require. ~~Presenter shall not directly or indirectly receive any fee, remuneration or other compensation in connection with such sales, agrees to turn over to the Company any such fee, remuneration or other compensation as and when received by it, and agrees to use its best efforts to enable the Company to sell such items without cost to the Company.~~ Should the Presenter require a percentage of sales by the Company, then the Presenter will provide staff in order to execute the concession sales.

Presenter shall provide Zeller with 30% sales due to Presenter

*MXM 7/6/22*

12. **FORCE MAJEURE AND COVID-19:**

- a. An appearance of the Company herein contracted for shall be excused by the physical disability of any member; by any act or regulation of public authority, civil tumult, strike, epidemic, serious disruption of transportation services; and by any cause making such appearance impossible. If cause is deemed force majeure, as defined herein, the Company and Presenter shall respectfully be relieved of all their rights and obligations hereunder with respect to such performance, except that the Presenter shall pay to the Company all out-of-pocket expenses incurred as of the date of the force majeure event (including the cost of any non-refundable portion of travel or hotel arrangements). If, as a result of any force majeure event, the Company is able to perform only a portion of the performance(s), then the Engagement Fee shall be reduced on a pro-rata basis. Termination for a force majeure event shall not be deemed a breach of the Agreement.
- b. In the event of the cancellation of the performance(s) for a force majeure event, neither Presenter nor the Company shall be under any obligation to present the performance(s) at a different time, except that Presenter shall use its best efforts to re-engage the Company within a twenty-four (24) month period on the same terms and conditions set forth herein, subject to the Company's availability. In the event that the Company consists of persons other than a featured performer(s) and such person(s) cannot perform for any reason, the Company shall have the option to use its reasonable efforts to furnish a substitute of the same artistic quality for such person(s), which Presenter agrees to accept, or to perform without such person(s), in which event the Company shall not be liable for such failure of any such person(s) to perform and such person(s)'s unavailability shall not be treated as a force majeure event on the part of the Company. The Company will be the sole judge of the artistic quality of such substitutes.
- c. "Force Majeure" shall mean severely inclement weather; illness, death or incapacitation of a key member of the Company (as determined by the Company in its sole judgment) or death or life threatening illness of an immediate family member of a key member of the Company; any present or future statute, laws, ordinance, regulation, order, judgment or decree; act of God; earthquake; flood; fire; epidemic; accident; explosion; casualty; lockout, boycott, strike, or labor controversy (including, but not limited to, threat of lockout, boycott or strike); riot, civil disturbance, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), invasion, occupation, intervention of military forces, act of public enemy, embargo, or act or threat of terrorism; delay of a common carrier; disruption of air traffic; any inability without fault on Presenter's part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of its business or services; or any other similar or dissimilar cause or causes outside the reasonable control of a party hereto. Notwithstanding the foregoing, Presenter's cancellation or rescheduling of the performance(s) or other services of the Company due to Presenter's fiscal insolvency, poor ticket sales, or scheduling problems, or for any other reason, shall not be deemed a force majeure event and Presenter shall not have the right to terminate this Agreement without liability on the part of Presenter.

- d. In the event health conditions and/or federal, state or local restrictions resulting from the COVID-19 pandemic make it unsafe or financially unfeasible to perform the date as set forth in this agreement, both parties agree to reschedule a mutually agreed upon date to be performed under the same terms and conditions set forth in this agreement.

13. **PRESENTER WARRANTIES:** Presenter hereby represents and warrants that: (a) it has the full right, power and authority to enter into this Agreement and to grant all rights granted herein, that it is not under, nor will it be under during the Term of this Agreement, any disability, restriction or prohibition with respect to the rights to fully perform in accordance with the terms and conditions of this Agreement and that there shall be no liens, claims or other interests which may interfere with, impair or be in derogation of the rights granted herein; (b) it has or will have a lease or other usage agreement for the theatre covering the date or dates of the performance(s), rehearsal(s), and all other services of the Company as set forth in Section 2 of this Agreement; during the performance(s) the lease or agreement will be in full force and effect and neither Presenter nor the theatre will be in default thereof; and such lease or agreement will be exhibited to the Company upon request; and (c) admission to the performance(s) and seating in the theatre shall be without regard to race, color, religion, national origin, sex, or sexual preference.

14. **INDEMNIFICATION:** Except in respect to damage caused by acts of negligence on the part of the Company, and the respective successors, assigns, officers, directors, agents and employees of each of the foregoing, from which damage the Company agrees to indemnify and hold harmless Presenter, Presenter shall indemnify and hold harmless the Company, and the respective successors, assigns, officers, directors, agents and employees of each of the foregoing, from and against any claims, loss, damages, injuries, liabilities, costs and expenses, however caused, including reasonable attorneys' fees and court costs actually incurred, resulting from or arising out of, wholly or in part any breach of any representation or warranty made by Presenter under this Agreement; and any act or omission of Presenter, its agents, subcontractors, members or employees. The express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of personal injury, death, property loss, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright or trademark.

15. **TERMINATION AND REMEDIES:**

- a. In the event Presenter cancels the performance(s) or services of the Company, breaches or defaults in the due performance of this Agreement or any of its warranties, representations, or agreements hereunder, and such event does not constitute a force majeure event, such event shall be deemed an "Event of Default" and the Company shall have the right to terminate this Agreement and its obligations hereunder.
- b. This Agreement is made in reliance upon Presenter's good reputation for the prompt discharge of all obligations. In the event that Presenter should request cancellation or for any other cause not attributable to the Company, other than of force majeure, Presenter agrees that, in an Event of Default, any and all sums payable to the Company as compensation under this Agreement be immediately due and payable as follows:

Cancellation within 3 months of the first scheduled performance, Company retains the good-faith deposit which is 33% of the total fee in the amount of USD \$6,000.00 (Six Thousand Dollars).

Cancellation within 2 months of the first scheduled performance, Company receives an additional 33% of the total fee in the amount of USD \$6,000.00 (Six Thousand Dollars).

Cancellation within 1 month of the first scheduled performance, Company receives 100% of the remaining fee in the amount of USD \$12,000.00 (Twelve Thousand Dollars).



It is understood that in addition to the pro-rated fee above, cancelation at any time shall include, without limitation, the cost of any nonrefundable portion of travel arrangements entered into by the Company prior to the effectiveness of such termination, plus any other costs specified herein and that any and all sums paid to the Company as deposits or advances shall be retained by the Company as liquidated damages, and that the Company shall have the right to present any letter of credit furnished it for payment. The Company shall have, in addition and not in lieu of those remedies set forth above, the right if there is an Event of Default, to exercise all of its rights and remedies against Presenter at law or in equity. All such rights and remedies may be exercised cumulatively, or in the alternative at the sole discretion of the Company.

- c. The non-arrival of the Company caused by any incomplete or inaccurate information furnished by Presenter, including the information provided by the Presenter in any and all riders attached to this Agreement, all of which are incorporated herein, shall not relieve Presenter from the fulfillment of its obligations hereunder.

**16. NOTICES:** All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, by facsimile or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or by facsimile, or if mailed, five days after the date of mailing, to the parties as first listed above, at such addresses or facsimile numbers as are first listed above, or to other addresses as shall be furnished in writing to the other parties.

**17. ASSIGNMENT AND BINDING AGREEMENT:**

- a. This Agreement cannot be assigned, transferred, or amended without written mutual consent. Any attempted assignment or delegation in violation of this Section shall be null and void.
- b. This Agreement shall not be binding on Company until executed on Company's behalf by Artistic Director or Executive Director of Giordano Dance Chicago.

**18. GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement is entered into in Illinois by an Illinois-based company, which has been incorporated in Illinois. Accordingly, the validity, construction and effect of this Agreement, including the Technical Rider, and all extensions, modifications and amendments thereof and all matters arising directly or indirectly there from, shall be construed exclusively in accordance with the laws of the State of Illinois, without giving effect to the principles of conflicts of laws thereof. If any of the provisions of this Agreement shall contravene, or be invalid under, the laws of the State of Illinois, such contravention or invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. For all matters directly or indirectly relating to or arising from this Agreement, the parties hereto consent irrevocably to the (i) exclusive laying of venue in and the personal jurisdiction of the Federal and State Courts located in the State of Illinois and (ii) service of process by any of the means specified for the giving of notice hereunder.

**19. ADDITIONAL CLAUSES:**

- a. This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- b. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
- c. As used in this Agreement, "Person" or "Party" shall mean any individual, corporation, partnership, association or other organized group of persons or legal successions or representative of the foregoing.

- d. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Except as expressly provided hereunder, the singular or partial exercise of any right or remedy under this Agreement shall not preclude any other or further exercise of the Company's right to receive monies to be paid to it as a result of a cancellation or termination of the performance(s) or this Agreement and shall not preclude the Company from partially or fully exercising any other rights or from obtaining any other legal or equitable remedies available to it unless agreed to in a writing and signed by an authorized Company representative. If there is any conflict between this portion of Agreement and the Technical Rider, this portion shall control.
- e. The parties hereto stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.
- f. In the event that either party files any legal action to enforce any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party, in addition to all the sums that the unsuccessful party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.
- g. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

In witness whereof, the parties have executed this Agreement as of the date above written.

**FOR PRESENTER:**

DocuSigned by:



Diana Martinez, Director  
McAninch Arts Center

Signatory: Ellen Roberts  
VP Administrative Affairs

8/19/2022

Date

**FOR THE COMPANY:**



Michael McStraw, Executive Director  
Giordano Dance Chicago

Date

July 6, 2022

The following exhibits and riders should be attached to this Agreement and signed by the parties:

- A: Technical Rider
- B: Technical Questionnaire
- C: MAC Performance Rider

# GIORDANO DANCE CHICAGO

## Technical and Performance Requirements

Nan Giordano, as Artistic Director, shall, at all times, retain sole artistic control over the Performance(s). The material and content of said Performance(s) shall be as Ms. Giordano, at her sole discretion, shall determine. Any modifications in this addendum must be approved by Giordano Dance Chicago's Technical Director.

*In the spirit of cooperation, however, please be aware that Giordano Dance Chicago (GDC) has performed in a variety of theaters and is very willing to work within the means of any space to produce a great show. As long as your performance space is clean and safe, with lighting capabilities and a Marley (or comparable) floor over sprung wood, we are very flexible on all other requirements.*

*If your hall does not meet the minimum space or lighting requirements, or has other technical limitations respective to the program you selected, we may need to substitute works that your facility can accommodate. We appreciate your response to our Technical and Performance Requirements as soon as possible so that we can adequately evaluate your capabilities, advise you of any necessary changes, and produce the highest quality show possible.*

### Performance Requirements

#### I. Facility

- A. A Marley dance floor is to be provided.
- B. Preferable stage size (performance space) is 40 feet wide by 30 feet deep by 20 feet high with a minimum 2-foot crossover. Stage and wings must be completely clear and clean before rehearsal and performance.
- C. Adequate and well-heated dressing room space is to be provided for the total company (preferably two large dressing rooms, with garment racks, that is well lit, and with running water and private washrooms).
- D. Adequate and secure storage space in the theatre is to be provided for the company property during residency. During residency, Company requires minimum 2 hours per day of rehearsal time in Theatre, besides scheduled performance day.
- E. All visitors shall be excluded from the theatre during set-up and rehearsal periods unless permission is obtained from Ms. Giordano in advance.
- F. The stage area shall be properly heated (70-72 °F, 21-22 °C), swept, and damp mopped immediately prior to all rehearsals and performances, and made free of debris such as nails, screws, staples, tacks, etc. No detergents or cleansers are to be used to clean the floor.



- G. Performance facility is needed on the day of the performance from 8:00am until the end of strike for load-in, tech., classes, rehearsal and staging and performance.
- H. The performance area or stage is needed on each day of performance at least 4 working hours before the house is opened for the performance, for the purpose of spacing, rehearsal, classes.
- I. The stage shall be available to the **Company** and not used by any other attraction, event, etc. once the **Company** has begun set-up until after the final performance and removal of all **Company's** equipment.
- J. Iron, ironing board, and steamer shall be available upon arrival.
- K. Boom box (1/8" audio connection) shall be available on the stage for Warm-up and rehearsal.

## **II. Equipment Requirements**

- A. Stage equipment, including lighting and sound system, as may be in the possession of the theatre shall be readily available for use by GDC.
- B. At least 60 days before the scheduled arrival of the artist, the Senior Stage Technician shall provide a scaled floor plan of the stage, section, and equipment list. A complete and accurate fly or batten plan must be included with the scaled floor plan and all information requested in the attached **Technical Questionnaire**. The Technical Questionnaire shall be returned to the office of Giordano Dance Chicago within 30 days of receipt.
- C. A "Hanging Plot" shall be sent in advance of the arrival of the Company Technical Director.  
  
Lights must be hung, circuited, and patched prior to the arrival of the Company Technical Director.  
  
The Company Technical Director will supervise all angling and focusing of equipment.  
  
**If there are any difficulties in meeting the above needs, the Company must be informed in advance.**
- D. Computer Board: Any Board or lighting equipment substitutions must be approved by our Technical Director 1 month prior to performance.
- E. The lighting equipment must not be moved or re-angled after it has been set for the Performance (s).
- F. Sound: Amplifiers, Stereo system Stereo Equalizer 1 Cassette Deck, 2 CD Players,
  - 1 iPod Connection
  - 1 Microphone Back Stage at Stage Manager Position
  - 1 Microphone in the house for rehearsal
  - 4 Clear Com Headsets and Belt Packs (minimum)
  - 2 Speakers (3-way high/mid/low) for front of house
  - 2 Monitor speakers (2-way high/low) for backstage

G. If the venue desires a performance of Ray Mercer's "Tossed Around" on this program, Presenter agrees to purchase at its own cost, assemble, and have ready by day of load in the requisite 10 wooden chairs. Click or enter this link in your browser for more information:

<https://www.ikea.com/us/en/p/ivar-chair-pine-90263902/>

### III. Personnel Requirements

- A. A Senior Stage Technician who has the necessary decision-making authority for the theatre shall always be present during setup, rehearsal(s), and strike, as well as the Performance(s).
- B. The Senior Stage Technician and additional crew of at least six persons shall be available beginning at 8:00am on the day of performance for set-up, focus, and any technical or dress rehearsals.
- C. A performance returning crew shall be at least six persons: 3 deck/flys, 1 sound operator, 1 light board operator, and 1 wardrobe assistant. This crew will be available three hours before performance. The same crew used in technical rehearsal must be used during dress rehearsal and performance.

### IV. Hospitality

The company must have bottled water backstage available upon arrival until the end of performance. Food for up to 13 people should be available no later than 4 hours before curtain time. Food should include cheese and crackers, fruit and vegetables, salads (meatless pasta, tuna, and green leaf), deli meats, bread and condiments for sandwiches, diet and regular soda, juice & coffee.

ACCEPTED:

DocuSigned by:  
*Ellen Roberts* 8/19/2022  
40088CF08C3F425  
(Presenting Organization)

CITY/STATE:

Glen Ellyn, IL

BY:

Ellen Roberts

VP Administrative Affairs

College of DuPage, McAninch Arts Center

# GIORDANO DANCE CHICAGO

## Technical Questionnaire

Date of Performance: 10/15/22 Time of Performance: 7:30pm  
 Place of Performance: McAnich Art Center House Seating Capacity: 780  
 Address: 425 Fellwell Blvd.  
 City: Glen Ellyn State: IL Zip: 60137  
 Technical Director: Joe Hopper  
 Work Phone: 630-942-2913 Cell Phone: 630-481-5012  
 Fax: 630-942-3002 E-mail: hopper@cod.edu

### Stage Information

Stage Width: Proscenium 49' Stage Depth: 35' Stage Height: Proscenium 25'  
6' 20 Grid  
 Crossover Space? Hallway behind Stage Yes ☒ No ☐

Please fill in the following specifics concerning your stage draperies.

	How Many	Color
Act Curtain	1	Purple
Legs	5 sets	Black
Borders	5 Full Stage trim 22'	Black
Scrim	1	Black
Cyc	1	White

Grid Height: 61' Are pipes dead-hung? No

### Stage Floor

Type of Dance Floor: Marley Color of Dance Floor: Black or White

## Technical Questionnaire

### Dressing Rooms

Total Number of Dressing Rooms: 7 *Not all may be available* Please check all features of your theater's dressing rooms below.

☒ Mirrors ☒ Makeup Lights ☒ Sinks 4 *Dressing Ben* Showers ☒ Wardrobe racks 2 Steamers

Sound - *See Attached Tech packet and dropbox link* HERE

Sound System: Nexo Line Array CD: Yes Computer: Yes

Number of monitors in: 12 Stage: \_\_\_\_\_ House: \_\_\_\_\_

Microphones: \_\_\_\_\_ Yes \_\_\_\_\_ No How Many? \_\_\_\_\_ Wireless

### Electrics

Voltage: \_\_\_\_\_ AC \_\_\_\_\_ DC \_\_\_\_\_ Amps \_\_\_\_\_

Does your theater have a board? ☒ Yes \_\_\_\_\_ No

Make: ETC Ion + Gio Model: \_\_\_\_\_

Number of dimmers: \_\_\_\_\_ Capacity of dimmers: \_\_\_\_\_

Grand Master: \_\_\_\_\_ Sub-Masters: \_\_\_\_\_ How Many? \_\_\_\_\_

Crossfader: \_\_\_\_\_ Remote station for tech? \_\_\_\_\_

Patch Panel: \_\_\_\_\_ Location: \_\_\_\_\_

Dimmable House Lights \_\_\_\_\_ Number of Electrical Batts: \_\_\_\_\_

### Equipment Inventory

Ellipsoidals: 6X4 1/4 \_\_\_\_\_ 6X9 \_\_\_\_\_ 6X12 \_\_\_\_\_ 6X16 \_\_\_\_\_ Wattage: \_\_\_\_\_

Source Four: 50 Deg. \_\_\_\_\_ 36 Deg. \_\_\_\_\_ 26 Deg. \_\_\_\_\_ 19 Deg. \_\_\_\_\_

PAR: \_\_\_\_\_ Wattage: \_\_\_\_\_ Fresnels: \_\_\_\_\_ Size: \_\_\_\_\_

LEDs: \_\_\_\_\_ Types: \_\_\_\_\_ Moving Lights: \_\_\_\_\_ Types: \_\_\_\_\_

Do you have template holders for the above instruments? \_\_\_\_\_ Yes \_\_\_\_\_ No

Cyc Lights: \_\_\_\_\_ Type: \_\_\_\_\_ Wattage: \_\_\_\_\_

Do you have gel frames for the above instruments? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

This Rider, dated **Thursday, April 21, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Gus Giordano Jazz Dance Chicago, Inc., d/b/a Giordano Dance Chicago** (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.
- 4a. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 4b. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 4c. 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.

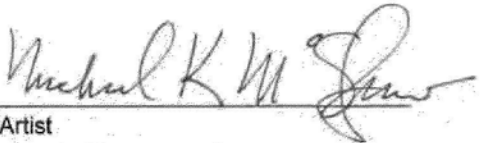
#### **COVID-19 Protocol**

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.

**COLLEGE OF DuPAGE  
McAninch Arts Center**

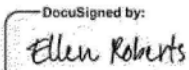
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative

Date: 05/05/22

Date: July 7, 2022

DocuSigned by:  
By:   
10068CF0BC3F425  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

Date: 8/19/2022

**McAninch Arts Center  
Contact Information**

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





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

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).

<b>PRODUCER</b> The Security Makers, Inc P O Box 1226  Sugar Grove IL 60554		<b>CONTACT NAME:</b> Carol Kalins <b>PHONE (A/C, No, Ext):</b> (630) 712-5500 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> carol.kalins@thesecuritymakers.com	
<b>INSURED</b>  GUS GIORDANO JAZZ DANCE CHICAGO 1754 N. CLARK ST. CHICAGO IL 60614 IL		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> SCOTTSDALE INS CO <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 41297	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:	Y	Y		CPS2543091	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 40,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y		XBS0164616	06/13/2022	09/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional insured on a primary, noncontributory basis as respects general liability: College of DuPage, its trustees, officers, agent, employees, and any other parties designated by COD as an additional insured.

Includes a 30 day notice of non-renewal

**CERTIFICATE HOLDER****CANCELLATION**

College of DuPage  McAninch Arts Center 425 S Fawell Blvd. Glen Ellyn IL 60137	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> Carol Kalins
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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7231895	09/01/2020	GUS GIORDANO JAZZ DANCE CHICAGO INC	13007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
  4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
  5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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AUTHORIZED REPRESENTATIVE

DATE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** Re: For Approval - COI/Endorsement Giordano Dance at the MAC  
**Date:** Friday, July 29, 2022 6:39:08 AM

---

Hi Molly, insurance is accepted as presented.

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

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**From:** Junokas, Molly  
**Sent:** Thursday, July 28, 2022 1:20:02 PM  
**To:** Gieschen, Philip  
**Subject:** FW: For Approval - COI/Endorsement Giordano Dance at the MAC

Hi Phil,

Sorry – I am hoping this didn't get lost in my inbox – but I don't think I heard back from you on this COI. Would you please take a look when you get a chance and let me know if it looks acceptable?

Thank you,  
Molly

---

**From:** Junokas, Molly  
**Sent:** Thursday, July 7, 2022 2:09 PM  
**To:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Subject:** For Approval - COI/Endorsement Giordano Dance at the MAC

Hi Phil,

When you get a chance, can you please take a look at the attached COI and Endorsement for Giordano Dance? They will perform at the MAC on 10/05/22. Please let me know if the documents are acceptable.

Thank you!

**Molly Junokas**  
McAninch Arts Center, College of DuPage  
630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)

JUNE 23, 2022

**COLLEGE OF DuPAGE  
REGULAR BOARD MEETING  
BOARD APPROVAL**

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**SUBJECT**

Approval for MAC Touring Artist Contracts for 2022-2023 Season for total amount not to exceed \$560,000.

**REASON FOR CONSIDERATION**

Contracts exceeding the statutory limit of \$25,000 must be approved by the Board of Trustees.

**BACKGROUND INFORMATION**

The McAninch Arts Center presents an annual touring season of National and International artists each year to fulfill the cultural mission of the College. Booking of artists by MAC administration is approved per College of DuPage Board Policy 10-95. The earlier that we can book and confirm artists, the better it is for our season.

The booking of talent is very competitive in the Chicago market, as there are several performing arts centers in the area such as: Paramount Theatre in Aurora, River's Edge Park, Joliet's Rialto Theater, Elgin Community College, North Central College, Skokie Center for the Arts, Genesee Theatre, City Winery, and dozens more. These performing arts centers compete and collaborate for available talent.

Curating and negotiating talent at booking conferences and through block booking with other presenters gets us the most competitive pricing possible. The MAC uses Celebrity Access and Pollstar to compare maximum gross potential of artists and to confirm and ensure competitive pricing of talent.

**The following artist contracts are \$15,000 or more, which have been negotiated and includes negotiated offers that are pending confirmation for the 2022-2023 Season:**

- Through the Years with The Kenny Rogers Band (Jacobs Web Design, Inc DBA Kenny Rogers

Band) – 07/15/22

- The Greatest Piano Men (Four of Us Productions, LLC) – 07/22/22
- Magic of Motown (Supreme Talent International) – 07/29/22
- Artrageous (Harmony Artists, Inc/Celebrity Enterprises, LLC) – 07/31/22
- Soweto Gospel Choir: Hope - It's Been A Long Time Coming (IMG Artists, LLC/AKA Pty Ltd)– 09/30/22
- Mariachi Herencia de Mexico with special guest Lupita Infante (IMG Artists, LLC)– 10/02/22
- The Doo Wop Project (BiCoastal Productions LLC/The Doo Wop Project LLC)– 10/09/22
- Giordano Dance 60<sup>th</sup> Anniversary (Giordano Dance Chicago) – 10/15/22
- Voctave (Opus 3 Artists) – 12/11/22
- Pilobolus (Pilobolus, Inc/IMG Artists, LLC) – 02/05/23
- Jazz at Lincoln Center Presents: Songs We Love (IMG Artists, LLC) – 02/19/23
- Malevo (IMG Artists, LLC) – 02/25/23
- Wings Dublin Irish Dance (CAMI Music, LLC)– 02/26/23
- One (1) contract TBD

**The following artist contracts are \$25,000 or more, which have been negotiated and includes negotiated offers that are pending confirmation for the 2022-2023 Season:**

- Salt Creek Ballet Nutcracker (Salt Creek Ballet)– 12/17&18/22
- Chris Botti (WME Entertainment, LLC/Ambient Tours, Inc)– TBD
- Eddie B! Teachers Only (Northstar Artists) – TBD
- Five (5) Contracts TBD

Pricing and negotiations for artists are confidential to facilitate competitive pricing; therefore, we request that individual artist fees remain confidential. However, the total expenditure for the above contracts is not expected to exceed \$560,000.

This purchase complies with State Statute, Board Policy and Administrative Procedures.

Contracts for services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part are exempt from bidding under the Illinois Public Community College Act 110 ILCS 805/3-27.1.

Areas of the College such as, but not limited to, the Arts Center, Business Solutions, or Conference & Events may need to authorize contracts for speakers, productions, training, equipment rental, and other professional services.

Within the limitations of the budgets of those areas, Administrative Procedure 10-95 allows for the administration of those areas to initiate those contracts. In accordance with Administrative Procedure 10-60, these contracts must be approved by the Vice President of Administrative Affairs.

This purchase complies with State Statute, Board Policy and Administrative Procedures. Contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part.

\*FY23

MAC Touring: Performing Arts Services: 05-60-11601-5309004-\$560,000.00

*\*Pending approval of the FY23 Proposed Budget.*

Primary Strategic Long Range Plan Goal: Arts, Culture & Community Engagement. To accomplish this, we will: Create an equitable and inclusive community, and improve livability through the arts. Be the region's premier choice for the arts and cultural programming. Deliver responsive programming to support life-long learning. Create opportunities to further partner and engage with external communities.

Secondary Strategic Long Range Plan Goal: Economic Development. To accomplish this, we will: Cultivate equity and inclusion principles and practices into economic development activities. Provide training and education consistent with regional workforce needs. Support regional business through incubator, accelerator, and consultation programs. Collaborate with community and business partners to advance regional economic impact and workforce development.

#### RECOMMENDATION

That the Board of Trustees approves the contracts for all artists listed above for a total expenditure not to exceed \$560,000 payable to the artists and their respective agents and the release of these payments over \$15,000.

#### STAFF CONTACT

Diana Martinez, Director McAninch Arts Center, Ext 3007, Cell 630-776-8921

Approved and signed this 23rd day of June, 2022.

*Maureen Dunne*  
\_\_\_\_\_  
CHAIR

*Heidi Holan*  
\_\_\_\_\_  
SECRETARY



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

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**Check Request Giordano Dance Chicago Artist Fee Deposit**

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

Mon, Aug 22, 2022 at 10:36 PM GMT

CC:

BCC:

Good afternoon,

Please process the attached check request for Gus Giordano Jazz Dance Chicago, Inc. D/B/A Giordano Dance Chicago. This is the deposit payment for artist Giordano Dance, who will perform at the MAC on 10/15/22.

Thank you,

**Molly Junokas**

McAninch Arts Center, College of DuPage

630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)

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**1 attachment**

Giordano Dance Chicago Inv TR23-GIORDANODEP 6000.00 Giordano Dance Artist Fee Deposit 10-15-22.pdf