

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1571288  
Vendor Name: Bodeans Inc  
Invoice Number: TR23-BODEANSBAL  
Invoice Date: 8/11/2022  
PO Number:  
Check Number: 0302490  
Check Amount: \$ 22,500.00  
Check Date: 09/15/2022  
Voucher Number: V0751494  
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: 08/11/22 Vendor ID: 1571288 Vendor Name: BoDeans  
 Payee Address: 12532 Triple Creek Drive Dripping Springs, TX 78620 Payment Due Date: 09/16/22

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR23-BODEANSBAL	05-60-11601-5309004	MAC Touring: Performing Arts Services	22,500.00
<b>Total</b>			<b>\$ 22,500.00</b>

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 BoDeans 09/17/22 (Final)

Ellen McGowan  
to pick up check  
on 09/16/22

Other Instructions:

Final payment for performance on 09/17/22. Performance Contract, COI/Endorsement, Board Approval attached.

Note for MAC: TR23\_BODEANS 460 Artist Fee

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

Requester: Molly Junokas Digitally signed by Molly Junokas  
Date: 2022.08.15 10:28:55 -05'00' Print Name: Molly Junokas  
 Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan  
Date: 2022.08.12 09:57:03 -05'00' Print Name: Ellen McGowan

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

Next Level Supervisor (if applicable): Diana Martinez Digitally signed by Diana Martinez  
Date: 2022.08.15 10:28:55 -05'00' Print Name: Diana Martinez

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): Mark Curtis Chavez Digitally signed by Mark Curtis Chavez  
Date: 2022.08.30 13:37:28 -05'00' Print Name: Dr. Mark Curtis Chávez

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.



215 10th Ave. S. #809  
Minneapolis, MN 55415  
P: 763.999.7700 | F: 763.374.2297

**Artist Name : BoDeans**

THIS CONTRACT made on Tuesday, 21 day of June Year 2022 between **BoDeans, Inc** (herein referred as PRODUCER) and **McAninch Arts Center, College of DuPage** (herein referred as Purchaser). Both parties are aware that Northstar Artists is acting as the agent between both parties.

<b>Show Date :</b> Sat 09/17/2022	<b>Number of Sets :</b> 1
<b>Venue :</b> McAninch Arts Center	<b>Performance Time :</b> 7:00pm 7:30pm
<b>Venue Address :</b> College of DuPage, 425 Fawell Blvd. Glen Ellyn, IL 60137	<b>Set Length :</b> 75 minutes + encore
<b>Venue Contact :</b> Joseph Hopper	<b>Time of Doors :</b> 6:30pm 7:00pm
<b>Venue Phone :</b> 630-942-2913	<b>Billing :</b> Headline
<b>Venue Email :</b> Hopper@cod.edu	<b>Type of Engagement :</b> Headline
<b>Venue Website :</b> http://www.atthemac.org/	<b>Building Capacity :</b> 781 <b>Outdoor :</b> No
<b>Prod Contact :</b> Joseph Hopper	<b>Covered :</b> Yes
<b>Production Phone :</b> 630-942-2913	<b>Age Limit :</b> all ages
<b>Production Email :</b> Hopper@COD.edu	<b>Soft Merch :</b> Artist % :90 <b>House % :</b> 10
<b>Support :</b> N/A	<b>Music Merch :</b> Artist % :100 <b>House % :</b> 0
<b>Curfew :</b> 10:30 pm	<b>Who Sells :</b> Artist (70/30% if Venue Sells)
<b>Announce Date :</b> 07/05/2022	<b>Guaranteed Rain Or Shine</b>
<b>On Sale Date :</b> 08/06/2022	

Ticket Scaling					Terms			
	TICKETS	COMPS	PRICE	EXTENDED	Guarantee \$:	\$30,000.00		
Golden Circle	48	0	\$80.00	\$3,200.00	Deposit 1 :	\$7,500	Deposit 1 Due	08/17/2022
Floor	486	0	\$72.00	\$34,992.00	Amount Due Date of Show:	\$22,500.00		
Balcony	255	0	\$60.00	\$15,300.00	Terms :	\$30,000 flat guarantee.		
Gross tix	781	0		\$53,492.00				
Sales Tax	\$0.00							

WIRE/ACH INFO: Northstar Artists - 215 10th Ave. S. #809, Minneapolis, MN 55415 - Old National Bank - 3950 Vinewood Ln. N. Plymouth, MN 55441 - ABA# 086300012 - Acct. # 3278846. PLEASE REFERENCE ARTIST AND SHOW DATE ON DEPOSIT.

BALANCE of the monies, including but not limited to earned percentages, overages and/or bonuses, if applicable, are to be paid to BoDeans, Inc (herein referred to as PRODUCER) by ~~certified or cashier's check or bank wire~~ (or as designated by PRODUCER), to be received by PRODUCER immediately following the Engagement. This balance is guaranteed Rain or Shine. NO PERSONAL CHECKS WILL BE ACCEPTED.

College Check or ACH Payment, see MAC Rider #5

In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the Engagement.

**Additional Provisions on Contract :** Artist expectation is the venue will follow state mandated guidelines for live performances at the time of the show. Agent must confirm proof of vaccination status of all artists and crew on campus -or negative test within 72 hours of arrival on campus. Request for Meet & Greet with VIP for up to 48 people, to be approved by Artist management.

This engagement is not to be advertised or publicized in any manner or form until this contract is fully processed and signed by both parties or without written approval from Artist Management or Northstar Artists. This contract may become void if Purchaser fails to sign and return same within fourteen(14) days of date issued.

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract. Riders attached hereto are hereby made a part hereof.

**Purchaser :** McAninch Arts Center, College of DuPage

**Signatory :** ETHEL DOMESTIC by:

**Signature :** 49000CF0603F426

**Address :** 425 Fawell Blvd.  
Glen Ellyn, IL 60137

**Phone :** 630-942-3007

**Email :** martinezd58@cod.edu

8/22/2022

**PRODUCER :** BoDeans, Inc

**Signatory :** Barbara Neumann c/o BoDeans, Inc. f/s/o BoDeans

**Signature :**

**Address :** c/o Northstar Artists  
Minneapolis, MN 55415

**Phone :** 763.999.7700

**Email :** kevin@nstarartists.com

**Agent :** John Lochen





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#### Additional Terms and Conditions

##### A. COMPENSATION

Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER'S agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.

In the event the payment of PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.

In the event that the payment of Producer's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, canceled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.

In the event the payment of PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

##### B. TICKETS

PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER. ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL. If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (a) the ticket price scaling set forth on the face page of this Agreement or has otherwise agreed in writing by the Parties, or (b) the actual ticket price scaling in effect for the Engagement. The PRODUCER'S representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER'S representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder. There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements hereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing. PURCHASER agrees that any inclusion of ARTIST'S performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER. PURCHASER shall not commit ARTIST to any interviews, promotional appearances meet & greets, or otherwise without PRODUCER'S prior, written consent, which shall be given or withheld on PRODUCER'S sole discretion.

##### C. FACILITIES

PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well heated, ventilated, lighted, clean and in good order, stage curtains, and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stagehands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights license), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith. PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if differ from ARTIST Rider specifications. PURCHASER will pay all music royalties in connection with PRODUCER'S use of music, and in addition, the cost of any musicians (including contractor) other than those furnished by PRODUCER as part of Producer's regular company. PURCHASER agrees to pay all amusement taxes, if applicable. PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER. If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stagehands and other personnel for lighting and dress rehearsal. PURCHASER shall furnish at own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsal. Therefore, except for those items and personnel which PRODUCER heron specifically agrees to furnish,

PURCHASER shall ensure compliance with applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).

PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect other staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

And parties shall make every effort to reschedule event within 18 months

**D. EXCUSED PERFORMANCE** If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER'S and ARTIST'S obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" is defined as one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST'S equipment, musicians or other performers, or any of PRODUCER'S key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical

inclement weather, inclement weather rendering the performance impossible, infeasible or unsafe shall not be deemed a force majeure event and full payment of the agreed upon compensation shall be made to PRODUCER plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. If PURCHASER and PRODUCER disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, PRODUCER'S determination as to performance shall prevail. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

**E. INCLEMENT WEATHER** Inclement weather rendering the performance impossible, infeasible or unsafe shall not be deemed a force majeure event and full payment of the agreed upon compensation shall be made to PRODUCER plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. If PURCHASER and PRODUCER disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, PRODUCER'S determination as to performance shall prevail. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

#### **F. PRODUCER'S RIGHT TO CANCEL**

Unless stipulated to the contrary in writing, PURCHASER agrees that PRODUCER may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Subject to the foregoing, upon such termination the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement. PRODUCER shall also have the right to terminate this Agreement without liability in the event PURCHASER fails to sign and return this Contract within ten (10) days.

#### **G. PURCHASER DEFAULT**

In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall (a) have the right to refuse to perform the contract, (b) shall retain any and all amounts theretofore paid to PRODUCER by PURCHASER, and (c) PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; in such occurrence PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER'S opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall (a) have the right to refuse to perform the contract, (b) shall retain any and all amounts theretofore paid to PRODUCER by PURCHASER, and (c) PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; in such occurrence PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

Purchaser's violation of or failure to perform or fulfill any of the terms, covenants or conditions set forth in this agreement shall constitute a material breach, which shall entitle Artist not to appear or perform for any performance(s) of this engagement without any liability to Artist, and in such event, Purchaser shall be obligated to Artist for the full amount of the compensation guaranteed to Artist, in addition to any and all other remedies for such breach which remedies shall be cumulative. Each term, covenant and condition hereof is an essential condition precedent to Artists obligation to perform; and any breach by Purchaser shall entitle Artist to recover, without limitation, damages for any loss of good will and injury to Artists reputation, all costs and disbursements of Artist in reliance upon this engagement and Artists actual attorneys fees and costs in connection with any suit, arbitration or other proceedings whether or not reduced to final judgement to award, arising out of this contract or engagement or to enforce the terms hereof.

#### **H. BILLING**

ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements. PURCHASER may only use ARTIST's name and pre-approved voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

#### **I. NO RECORDING/BROADCAST**

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof)

#### **J. MERCHANDISING**

PRODUCER shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

If Artist sells, Purchaser to receive 20% of sales; if Purchaser sells, Purchaser to receive 30% of sales

Artist will sell

#### **K. PRODUCTION CONTROL**

ARTIST/PRODUCER shall have the sole exclusive control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named. PURCHASER agrees to comply promptly with PRODUCER'S direction as to stage settings for the performance hereunder. ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER. PURCHASER agrees to promptly comply with PRODUCER'S directions as to stage settings for the performance hereunder. It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent and that the Engagement hereunder will not be included in a subscription or other type of series without the written consent of PRODUCER.



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#### L. INSURANCE/INDEMNIFICATION

PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, public and comprehensive general liability insurance coverage in an amount of not less than One Million Dollars (\$1,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding PRODUCER, ARTIST and ARTIST's traveling party and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement. The foregoing policies maintained by PURCHASER shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PURCHASER will provide evidence of the existence of the insurance coverage referred to herein by naming PRODUCER, ARTIST, and their respective officers, directors, principals, agents, employees and representatives, as "additional insureds" and providing PRODUCER with originals or copies of certificates of insurance so reflecting and providing that PRODUCER shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.

- \* Without limiting the generality of the foregoing, Both Parties hereby indemnifies and holds each other, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against either party or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of either party or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the either party. Artist shall provide Certificate of Insurance, per MAC Rider #8 - artist cannot perform without COI.

#### M. ROLE OF AGENT

NORTHSTAR ARTISTS, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of NORTHSTAR ARTISTS LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join NORTHSTAR ARTISTS or any of its officers, directors, principals, agents, employees and representatives as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST.

#### N. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

#### O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

#### P. MISCELLANEOUS PROVISIONS

Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

This (and any of PRODUCER'S: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

- \* This Agreement shall be construed in accordance with the laws of the State of Illinois applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing OR in the artist's rider, all disputes, shall be resolved in the State of Illinois, in accordance with the laws of the State of Illinois; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in the State of Illinois, and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

# BoDeans

## HOSPITALITY AND TECH RIDER

### TOUR MANAGER:

Ben Varela

[Ben.varela@gmail.com](mailto:Ben.varela@gmail.com)

619.957.5327

### FOH/SOUND/PRODUCTION:

Dan O'brien

[Danosound@icloud.com](mailto:Danosound@icloud.com)

414-698-5609

**UPDATED DEC 2021**

**THIS DOCUMENT CONTAINS 10 PAGES. TECH INFORMATION CAN BE  
FOUND ON PAGES 5-8. STAGE PLOT AND INPUT LIST ON PAGES 9-10.**

## **HOSPITALITY:**

### **1. DRESSING ROOMS:**

BoDeans will need **ONE (1)**, secure and lockable dressing room and to have the following items set up in each dressing room prior to the start of load-in. When available a second room shall be made available as an office for Tour Management. Dressing Rooms NOT to be shared with any support acts.

Please refer any questions or advance any changes with the Tour Manager prior to the date of the performance.

#### **Band & Crew Dressing Room (Occupancy 10 people minimum)**

PURCHASER to provide a clean, well-lit and dry room close to stage entrance to be used by ARTIST Band Members and Crew.

- TWO Six-foot tables for hospitality
- SEVEN chairs and TWO couches
- ONE full length mirror
- ONE Clothes rack and hangers
- SIX 115v power outlets
- High speed Internet network and password prior to show date
- Climate Controls
- Private Bathroom

### **2. CATERING REQUIREMENTS:**

**Dressing Room Hospitality subject to change upon advance with Tour Manager. DO NOT purchase anything without first advancing with the Tour Manager.**

## HOSPITALITY

Full coffee and tea service available from load in through load out.

**\*\*\*A hot water pot for tea- NO EXCEPTIONS\*\*\***

### \*\*\* LUNCH

Sandwiches/Chips w/ Beverages for 2-4 people (per advance)

### \*\*\* DINNER

Catered meal or \$20 per person buyout for 7-8 people. (Please advance catered meal options in the event some of the touring party has dietary restrictions).

### \*\*\*DRESSING ROOM PRIOR TO SOUNDCHECK

- 6 pack Evian
- 12 pack bottled spring water
- ~~6 pack Stella Artois (Bottles)~~ No Alcohol, see MAC Rider #23
- ~~6 pack Corona (Bottles)~~
- ~~2 bottles Good Cabernet (Joel Gott, Hess, Freakshow or similar)~~
- 6 pack Coke (NOT diet, not Pepsi- NO SUBSTITUTIONS)
- 6 Glaceau Power C dragonfruit vitamin water
- 6 pack LaCroix Sparkling Water- Passionfruit flavor (Mango or Lime acceptable substitutions. NO PLAIN FLAVOR)
- 1 bag Lay's potato chips
- 1 bag Siete brand corn chips IF at all possible. Otherwise, may substitute Tostito's
- 1 jar medium chunky salsa

**\*\*\* (continued on next page) \*\*\***



- 1 bag Pepperidge Farm thin and crispy chocolate chip cookies (NO NUTS)
- 1 bag Hershey's assorted miniatures
- 1 bag chocolate chip cookies (NO NUTS)
- 6 Thunderbird Bars Maple Pecan (available at Whole Foods)
- 6 Cliff Bars (3 Chocolate Chip and 3 Coconut Chocolate Chip)
- 1 pack antibacterial wipes
- Bottle opener
- Cork screw
- 1 package solo cups
- 12 BLACK or NAVY hand towels

**\*\*\* AFTERSHOW**

Please have food, either menu selections or below, in dressing room immediately following performance:

- (Please verify with TM as there will be adjustments sometimes)
  - 1 Large Cheese Pizza
- 2 Grilled Chicken Caesar Salad- dressing on side

## **TECHNICAL SPECIFICATIONS**

### **LIGHTING:**

#### **TOURING LIGHTING PACKAGE:**

Please advance with ARTIST Tour Manager or Production Manager

#### **A. HOUSE LIGHTING FIXTURES:**

Provide an up-to-date list of all lighting fixtures and lighting plot. If lighting plot is not available, forward pictures of the entire lighting rig.

**Please note that it is expected that all lighting fixtures included in your advance be in full working order.**

For venues with conventional lighting, we would like an evenly distributed set of the following:

Upstage Truss: Red 106, Blue 119, Orange 158, Pink 128, Forest Green 327, CTB 202,

Downstage Truss: Red 106, Blue 119, Open White

#### **B. POWER:**

To be advanced with ARTIST Tour Manager or Production Manager.

#### **C. CONSOLE:**

To be advanced with ARTIST Tour Manager or Production Manager. Wherever possible, the touring and house lighting consoles should be positioned directly beside the house audio console. No booths behind glass or separate floors, please. Please provide at least 6' of clear table space.



**D. SETUP:**

Please provide a house LD who can operate, focus, and troubleshoot, when necessary, ALL parts of your lighting rig and console. The house LD should be present from the beginning of the load-in.

**E. SPOTLIGHT:**

To be advanced with ARTIST Tour Manager or Production Manager.

**F. VENUE LIGHTING:**

We will require any venue lighting not required for fire code compliance to be turned off before the show. All lit signage and televisions visible from the stage must be off beginning at least 10 minutes before the performance.

House lighting control should be accessible at FOH. Where this is not possible, please provide a house staff member available via a communication line at the house light controls beginning 15 minutes before the scheduled show time.

**G. FOG/ATMOSPHERE:**

Water-based haze shall be used both during our performance and during programming. Please advise us in advance of your venue's policy on the use of atmospheric.

### **AUDIO:**

#### **H. P.A.:**

A stereo P.A. must be able to provide clear, undistorted sound throughout the venue. The P.A. must adequately cover the entire room and be capable of 115dbA of undistorted audio. The actual boxes that make up the speaker system should be discussed and approved by the ARTIST Tour Manager or Production Manager prior to the engagement. Requested boxes such as: L-Acoustics, d&b, Meyer Sound, Kling & Freitag or similar along with compatible sub speakers. Please run factory crossover programs on all speakers along with proper amplification.

Front fills should be set up on a separate output at FOH.

#### **I. FOH CONSOLE:**

To be advanced with ARTIST Tour Manager or Production Manager.

#### **J. MONITORS:**

It is much preferred that the monitors are not run from the house console. If an on stage monitor console cannot be provided, the venue must inform the BoDeans house engineer at least one week prior to the event date. There are occasions when the BoDeans will be bringing their own IEM system and monitor console. We however do always require 6 high quality wedges and 1 drum sub on 5 separate mixes. The BoDeans setup and placement may change from the included plot and input list. **\*\*\*Please discuss this specifically during advance either with the Tour Manager or with the Production Manager\*\*\***

**K. MICROPHONES, STANDS, CABLING, D.I.'S ETC :**

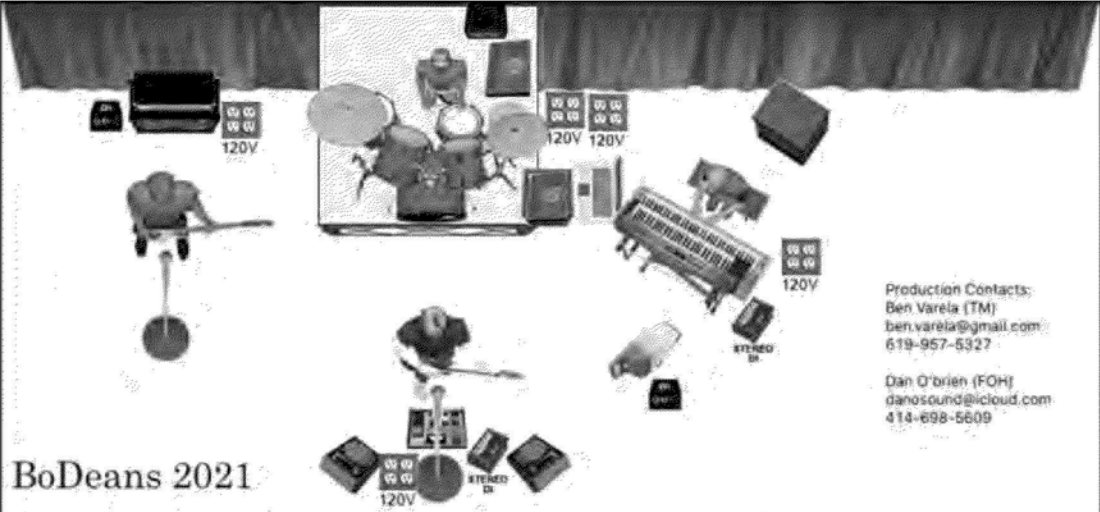
Owing to the nature of a dynamic show, the particulars of needs related to microphones, stands, cabling and the like, to be discussed during advance with ARTIST Tour Manager or Production Manager. This will offer both touring and local production to be most up to date on the current production requirements.

**L. BACKLINE REQUIREMENTS:**

To be discussed during advance with ARTIST Tour Manager or Production Manager.

**\*\*\*STAGE PLOT AND INPUT LIST ON FOLLOWING 2 PAGES\*\*\***

Updated: December 5<sup>th</sup> 2021



Production Contacts:  
Ben Varela (TM)  
ben.varela@gmail.com  
619-957-5327

Dan O'Brien (FOH)  
danosound@icloud.com  
414-698-5609

**BoDeans 2021**

1) KURT VOX	11) PERC L	21) HAT	31) BASS DI
2) JAMES VOX	12) PERC R	22) RACK	
3) GTR L	13) PADS L	23) RACK	
4) GTR R	14) PADS R	24) FLOOR	
5) LESLIE LO	15) VOX L	25) FLOOR	
6) LESLIE HI L	16) VOX R	26) OH L	
7) LESLIE HI R	17) KICK IN	27) OH R	
8) ACCORDIAN	18) KICK OUT	28) CLICK	
9) KEY L	19) SNARE TOP	29) COUNT OFF	
10) KEY R	20) SNARE BOTTOM	30) BASS MIC	

We provide all microphones and Dis. We ask production to provide all XLR cabling as well as 6 tall boom stands and 4 short boom stands. Also needed is an 8 X 8 drum riser, 12-16" tall, and a drum sub set behind the kit.

The band is on in-ears however we request two wedges as a backup for Kurt. The wedges do not need to be placed, simply available in an emergency.

**Updated: December 5th 2021**

<b>CHANNEL</b>	<b>INPUT</b>	<b>MIC</b>	<b>NOTES</b>	
<b>1</b>	KURT VOX	CARRY	"Y" TO DRUMMER	
<b>2</b>	JAMES VOX	CARRY		
<b>3</b>	GTR L	CARRY	"Y" TO DRUMMER	
<b>4</b>	GTR R	CARRY		
<b>5</b>	LESLIE LO	CARRY		
<b>6</b>	LESLIE HI L	CARRY		
<b>7</b>	LESLIE HI R	CARRY		
<b>8</b>	ACCORDIAN	CARRY		
<b>9</b>	KEY L	XLR	RACK ON STAGE	
<b>10</b>	KEY R	XLR	RACK ON STAGE	
<b>11</b>	PERC L	XLR	RACK ON STAGE	
<b>12</b>	PERC R	XLR	RACK ON STAGE	
<b>13</b>	PADS L	XLR	RACK ON STAGE	
<b>14</b>	PADS R	XLR	RACK ON STAGE	
<b>15</b>	VOX L	XLR	RACK ON STAGE	
<b>16</b>	VOX R	XLR	RACK ON STAGE	
<b>17</b>	KICK IN	CARRY		
<b>18</b>	KICK OUT	CARRY		
<b>19</b>	SNR TOP	CARRY		
<b>20</b>	SNR BTM	CARRY		
<b>21</b>	HAT	CARRY		
<b>22</b>	RACK	CARRY		
<b>23</b>	RACK	CARRY		
<b>24</b>	FLOOR	CARRY		
<b>25</b>	FLOOR	CARRY		
<b>26</b>	OH	CARRY		
<b>27</b>	OH	CARRY		
<b>28</b>	CLICK	XLR	RACK ON STAGE MONS ONLY	
<b>29</b>	COUNT OFF	XLR	RACK ON STAGE MONS ONLY	
<b>30</b>	BASS MIC	CARRY		
<b>31</b>	BASS DI	CARRY		
<b>32</b>				

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

This Rider, dated **Thursday, June 30, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **BoDeans, Inc** (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**

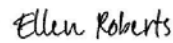
By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative

Date: 06/30/22

Text

Date: 08/29/2022

DocuSigned by:  
By:   
49066CF6BC3F426...  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

Date: 8/22/2022

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**McAninch Arts Center  
Contact Information**

Director - Diana Martinez	630-942-3007, <a href="mailto:martinezd59@cod.edu">martinezd59@cod.edu</a>
Contracts/ Payment – Ellen McGowan	630-942-3009, <a href="mailto: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>
Marketing/Edu Coord – 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





BODEANS-01

BRUBIN

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MMDDYYYY)  
7/15/2022

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> License # 0829370 Edgewood Partners Insurance Center 1400 S Congress Avenue Suite B-250 Austin, TX 78704		<b>CONTACT NAME:</b> Tamara Cao <b>PHONE (A/C, No, Ext):</b> (512) 982-2044 <b>FAX (A/C, No):</b> (512) 519-4370 <b>E-MAIL ADDRESS:</b> tamara.cao@epicbrokers.com		
<b>INSURED</b>  BO DEANS, INC. 12532 Triple Creek Drive Dripping Springs, TX 78620		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Hiscox Insurance Company		10200
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event			US UEN 2783549.22	7/12/2022	7/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE/ED 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) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			US UEN 2784051.22	7/12/2022	7/12/2023	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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	<b>Equipment Floater</b>			US UEN 2783549.22	7/12/2022	7/12/2023	Deduct: \$1,000 15,000

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

**CERTIFICATE HOLDER****CANCELLATION**

BoDeans, Inc. 12532 Triple Creek Drive Dripping Springs, TX 78620	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 

**From:** [Gieschen, Philip](#)  
**To:** [Martinez, Diana](#)  
**Cc:** [Junokas, Molly](#)  
**Subject:** RE: [External] FW: Insurance Request-BoDeans: McAninch Arts Center- Glen Ellyn IL-Sat Sept 17- Northstar Artists  
**Date:** Monday, August 22, 2022 12:38:06 PM

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This is odd but I will accept the insurance as presented.

Phil Gieschen  
Coordinator / Risk Management  
Environmental Health & Safety Department  
College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
630-942-2993

---

**From:** Martinez, Diana <[martinezd59@cod.edu](mailto:martinezd59@cod.edu)>  
**Sent:** Monday, August 22, 2022 12:36 PM  
**To:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Cc:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Subject:** Re: [External] FW: Insurance Request-BoDeans: McAninch Arts Center- Glen Ellyn IL-Sat Sept 17- Northstar Artists

Hi Phill

The BoDeans are pushing back on getting COD listed as a certificate holder, they have provided a certificate of insurance, (as the have in the past) and are saying that's all they are willing to do. How do you want to proceed?

Diana

---

**From:** "Junokas, Molly" <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Date:** Monday, August 22, 2022 at 12:33 PM  
**To:** "Martinez, Diana" <[martinezd59@cod.edu](mailto:martinezd59@cod.edu)>  
**Subject:** RE: [External] FW: Insurance Request-BoDeans: McAninch Arts Center- Glen Ellyn IL-Sat Sept 17- Northstar Artists

Yes, here is the COI (attached). In the lower left "Certificate Holder" box, BoDeans are listed, but usually we ask for College of DuPage to be listed in that box.

Thank you,  
Molly

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**From:** Martinez, Diana <[martinezd59@cod.edu](mailto:martinezd59@cod.edu)>  
**Sent:** Monday, August 22, 2022 12:32 PM  
**To:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Subject:** Re: [External] FW: Insurance Request-BoDeans: McAninch Arts Center- Glen Ellyn IL-Sat

Sept 17- Northstar Artists

Did they provide you with a certificate of insurance?

---

**From:** "Junokas, Molly" <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Date:** Friday, August 19, 2022 at 4:13 PM  
**To:** "Martinez, Diana" <[martinezd59@cod.edu](mailto:martinezd59@cod.edu)>  
**Subject:** RE: [External] FW: Insurance Request-BoDeans: McAninch Arts Center- Glen Ellyn IL-  
Sat Sept 17- Northstar Artists

Hi Diana,

So sorry to circle back to this topic, but I clarified with Phil Gieschen last week and he wants us to ask BoDeans to list COD as Certificate Holder on their COI. This is different than adding as Additional Insured, which he waived.

Since John Lochen reached out to you directly last time, would you mind please checking with him to see if this will be possible? He didn't respond to me the last time I asked (on 08/09).

It should say College of DuPage and our address in the lower left box. At the moment it lists BoDeans:

**College of DuPage**  
**425 Fawell Blvd**  
**Glen Ellyn, IL 60137**

Thanks for your help,

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

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**From:** Junokas, Molly  
**Sent:** Tuesday, August 9, 2022 9:17 AM  
**To:** 'John Lochen' <[john@nstarartists.com](mailto:john@nstarartists.com)>; Martinez, Diana <[martinezd59@cod.edu](mailto:martinezd59@cod.edu)>  
**Subject:** RE: [External] FW: Insurance Request-BoDeans: McAninch Arts Center- Glen Ellyn IL-Sat Sept 17- Northstar Artists

Good morning John,

Just to clarify – although the additional insured requirement has been waived, will it be possible to list College of DuPage in the "Certificate Holder" section on the bottom left?

Thank you for your help,

**Molly Junokas**

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

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**From:** John Lochen <[john@nstarartists.com](mailto:john@nstarartists.com)>

**Sent:** Monday, August 8, 2022 1:04 PM

**To:** Martinez, Diana <[martinezd59@cod.edu](mailto:martinezd59@cod.edu)>; Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>

**Subject:** Re: [External] FW: Insurance Request-BoDeans: McAninch Arts Center- Glen Ellyn IL-Sat Sept 17- Northstar Artists

Thanks, Diana

John Lochen  
Northstar Artists  
763-999-7700

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**From:** "Martinez, Diana" <[martinezd59@cod.edu](mailto:martinezd59@cod.edu)>

**Date:** Monday, August 8, 2022 at 2:00 PM

**To:** John Lochen <[john@nstarartists.com](mailto:john@nstarartists.com)>, "Junokas, Molly" <[junokasm@cod.edu](mailto:junokasm@cod.edu)>

**Subject:** Re: [External] FW: Insurance Request-BoDeans: McAninch Arts Center- Glen Ellyn IL-Sat Sept 17- Northstar Artists

Yes they can waive the additionally insured here's what they sent back.  
Additional insured can be waived.

---

**From:** John Lochen <[john@nstarartists.com](mailto:john@nstarartists.com)>

**Date:** Friday, August 5, 2022 at 11:32 AM

**To:** "Martinez, Diana" <[martinezd59@cod.edu](mailto:martinezd59@cod.edu)>

**Subject:** [External] FW: Insurance Request-BoDeans: McAninch Arts Center- Glen Ellyn IL-Sat Sept 17- Northstar Artists

CAUTION: This email originated from outside of COD's system. Do not click links, open attachments, or respond with sensitive information unless you recognize the sender and know the content is safe.

Diana – Can we please have you waive the request for BoDeans to name COD as additionally insured? See below from management...I really can't put it any better than this so I'm including it. I believed you may have waived it before. Thanks for any assist here...sorry to bother you about it.

*I've provided a COI that shows we are more than adequately insured we don't have pyro or anything hat would make this a risk... it would be a big burden to us to have to add them as an additional insured*

John Lochen  
Northstar Artists  
763-999-7700

Begin forwarded message:

**From:** "Junokas, Molly"  
<[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Subject:** RE: [External]  
**CONTRACT-BoDeans:**  
**McAninch Arts Center- Glen**  
**Ellyn IL-Sat Sept 17- Northstar**  
**Artists**  
**Date:** August 4, 2022 at 7:31:20  
AM PDT  
**To:** Heather Rowntree  
<[heather@nstarartists.com](mailto:heather@nstarartists.com)>

Hi Heather,

I sent the COI to my colleague  
who reviews these, and he made  
a request – would you please add  
College of DuPage as additional  
insured? Also, COD should be  
named as the Certificate Holder at  
the bottom of the certificate.

College of DuPage  
425 Fawell Blvd  
Glen Ellyn, IL 60137

Thanks,  
Molly

Heather Rowntree  
Northstar Artists  
763.999.7700  
[heather@nstarartists.com](mailto:heather@nstarartists.com)  
[nstarartists.com](http://nstarartists.com)

<footer\_logo.png>

Heather Rowntree

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> Anniversay (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 BoDeans Artist Fee Final Payment**

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

Tue, Aug 30, 2022 at 06:51 PM GMT

CC:

BCC:

Good afternoon,

Please process the attached check request for BoDeans. This is the final payment for the artist's performance on 09/17/22.

**Do not send payment via ACH. Ellen McGowan will pick up a paper check on 09/16/22.**

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**

BoDeans Inv TR23-BODEANSBAL 22500.00 BoDeans Artist Fee Final 09-17-22.pdf