

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1086528  
Vendor Name: IMG Artists, LLC  
Invoice Number: TR23-MARIACHIDEP  
Invoice Date: 8/30/2022  
PO Number:  
Check Number: E0091401  
Check Amount: \$ 3,000.00  
Check Date: 09/13/2022  
Voucher Number: V0752085  
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: 08/30/22 Vendor ID: 1662703 Vendor Name: IMG Artists, LLC  
Payee Address: 7 West 54th St New York, NY 10019 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-MARIACHIDEP	05-60-11601-5309004	MAC Touring: Performing Arts Services	3,000.00
Total			\$ 3,000.00

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 Mariachi Herencia 10/02/22 (Deposit)

Other Instructions:

ACH Payment-Deposit for performance on 10/02/22. Performance Contract, COI/Endorsement, Board Approval attached.

Note for MAC: TR23\_MARIACHI 460 Artist Fee

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

Requester: Molly Junokas Digitally signed by Molly Junokas Date: 2022.08.30 13:06:20 -05'00' Print Name: Molly Junokas  
Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan Date: 2022.08.30 13:06:27 -05'00' Print Name: Ellen McGowan

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

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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

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

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



IMG Artists

## ENGAGEMENT AGREEMENT

### Agreement

This agreement, made on Tues 22 Jun 2022 by and between **College of DuPage**, 425 Fawell Boulevard, Glen Ellyn, IL 60137, United States (hereinafter referred to as "Presenter") and **Mariachi Herencia de Mexico**, 1852 West 19th Street, Chicago, IL 60608, United States (hereinafter referred to as "Artist"), hereby serves to bind both parties to the following terms of engagement as stated:

### Performance Details

Sun 02 Oct 2022	3:00 pm	Belushi Performance Hall	Performance
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### Program

Herederos with special guest Lupita Infante

### Fee and Expenses

**Fee: \$15,000.00 (Fifteen thousand USD) all inclusive**

### Other Special Terms

- Fee is special and confidential
- Artist's rider attached is an integral part of this agreement
- Presenter agrees to e-mail the final ticket count for the performance to [ticketcount@imgartists.com](mailto:ticketcount@imgartists.com) within five (5) days of the Artist's performance
- Option for live stream day of show only
- Artist agrees not to give a public performance within a thirty-five-mile radius of College of DuPage McAninch Arts Center within ninety days before or after College of DuPage McAninch Arts Center appearance
- Pre/post show talk back with audience if possible

### Payment Terms

Payment for Mariachi Herencia de Mexico's performance should be issued in two payments as follows:

Please issue a deposit in the amount of **Three Thousand (\$3,000) USD** thirty (30) days prior to performance and send via ACH to IMG Artists, LLC. Amegy Bank. 1717 W Loop S, Houston, TX 77027. Account: 5793974071. Routing: 113011258. Payment reference: Mariachi Herencia

Balance payment of **Twelve Thousand (\$12,000) USD** due to Mariachi Heritage Foundation, Bank of America, N.A., Account: 002912957074. ABA: 081904808.

This Agreement is hereby duly signed and governed by the Terms and Conditions overleaf, which are expressly incorporated. Any attached schedules or riders form an integral part of this agreement.

DocuSigned by:  
  
18056CE0BC3E425  
**PRESENTER**

Date: 9/7/2022

**ARTIST**

Date: 8-23-22





IMG Artists

TERMS AND CONDITIONS

1. IMG Artists is Artist's authorized agent for all purposes hereunder. Presenter agrees to pay the total due by check(s) which is made payable according to page one of this contract.
2. If Artist is unable to perform the Engagement for any reason beyond the control of the Artist, including without limitation, illness of Artist or death or life threatening illness of an immediate family member of Artist, accident, or any incapacity, fires, labor disputes, public emergency or calamity, epidemic, pandemic, viral, bacterial, or other communicable disease transmission, or other public health related concerns, disruption of air traffic, act of terrorism, or Act of God ("force majeure"), this agreement shall terminate with respect to the Engagement and neither party shall be liable to the other for any damage arising from the Artist's inability to perform. If, for any such reason, Artist is able to perform only a portion of the Engagement, then the Engagement Fee shall be reduced on a pro-rata basis. Cancellation or rescheduling of the Engagement by Presenter 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 giving rise to termination without liability on the part of Presenter.
3. Presenter agrees to provide the Engagement Site and rehearsal area, including stage and dressing room, furniture, stage lighting, sound equipment and other items, each as reasonably requested by Artist and each in a clean, comfortable and safe condition, professional personnel to operate all such equipment, all necessary house staff (back and front of house) and a page turner (if requested by Artist), each at Presenter's expense. Presenter further agrees to honor Artist's specific needs as detailed in any riders attached hereto.
4. If a piano is required for the Engagement, Presenter will furnish at Presenter's expense one properly tuned 9 foot Steinway concert grand piano (or other piano acceptable to Artist) in excellent condition, tuned, for use during the Engagement.
5. Presenter will be solely responsible for payment of all royalties or license fees required in connection with performance of works on Artist's program.
6. Presenter agrees that the Engagement (and any rehearsals) will not be recorded, broadcast, televised, videotaped, photographed, filmed or otherwise reproduced or extended beyond the Engagement site without the prior written consent of Artist, through IMG Artists.
7. Artist, through IMG Artists, agrees to furnish Presenter with reasonable quantities of available publicity materials solely for use in promoting and publicizing the Engagement. Presenter acknowledges that IMG Artists is unable to provide Presenter with program notes. Upon request, Presenter agrees that any promotional materials produced by Presenter in connection with the Engagement in which the Artist's name or likeness is included is subject to Artist's prior approval, through IMG Artists.
8. Presenter agrees that it will produce the program for the Engagement at its own expense. If requested, Presenter agrees to supply Artist, through IMG Artists, with all pages of the program on which Artist's name or likeness appears and such pages are subject to Artist's approval, through IMG Artists. Presenter agrees to include text and/or inserts as provided by Artist (through IMG Artists) in each program and program credits as follows:
  - (i) **Mariachi Herencia de Mexico** appears by arrangement with IMG Artists, LLC, 7 West 54<sup>th</sup> Street, New York, NY 10019. 212-994-3500
9. Presenter will use best efforts to furnish complimentary tickets to the Engagement as follows: 4 for Artist and 2 for manager unless otherwise stipulated in a rider attached hereto.
10. Notwithstanding anything to the contrary contained herein, if Presenter incurs any claims, damages, other liabilities or costs and expenses (including, without limitation, reasonable attorneys' fees) relating to the non-appearance by Artist for reasons other than those enumerated in Paragraph #2 in connection with the Engagement, Artist's liability to Presenter shall not exceed 10% of Artist's fee hereunder (excluding Artist's expenses payable by Presenter hereunder).
11. Artist shall defend, indemnify and hold Presenter, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Artist, its officers, agents, or employees. Presenter shall defend, indemnify and hold Artist, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Presenter, its officers, agents, or employees.



IMG Artists

TERMS AND CONDITIONS

State of IL, see MAC Rider #11

12. This ENGAGEMENT AGREEMENT shall be governed by and construed in accordance with the laws of the ~~State of New York~~, without giving effect to the principles of conflicts thereof. In the event a dispute arises under this ENGAGEMENT AGREEMENT which cannot be resolved, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who shall be a lawyer) in accordance with the Commercial Arbitration rules of the American Arbitration Association then in effect. All such arbitration shall take place at the ~~office of the American Arbitration Association located in New York, New York~~. Each party is entitled to depose one (1) fact witness and any expert witness retained by the other party, and to conduct such other discovery as the arbitrator deems appropriate. The arbitration provisions of the ENGAGEMENT AGREEMENT shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations for which such party may obtain provisional relief pending a decision on the merits by an arbitrator. Each of the parties hereby consents to the jurisdiction of ~~New York~~ courts for such purpose. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.
13. All rights and remedies of the Parties under this Agreement are cumulative and not in limitation or restriction of any other right or remedy in law or in equity.
14. This ENGAGEMENT AGREEMENT cannot be assigned or transferred without written consent of Artist, through IMG Artists.
15. Presenter agrees not to modify by hand the face of this ENGAGEMENT AGREEMENT, including the terms and conditions and any riders hereto, without IMG Artists' prior approval. This Engagement contains the entire agreement between the parties and shall supersede all prior proposals, negotiations, agreements, arrangement and understandings, if any, relating to the obligations and matters set out herein, whether oral or written.

IMG ARTISTS PRESENTS  
MARIACHI HERENCIA DE MÉXICO  
WITH SPECIAL GUEST LUPITA INFANTE



## RIDER

This rider is hereby part of the contract, dated June 22, 2022 by and between Mariachi Heritage Foundation, 1852 West 19th Street, Chicago, IL 60608 f/s/o Mariachi Herencia de México (hereinafter referred to as "Artist") and College of DuPage (hereinafter referred to as "Purchaser"). The performance(s) is scheduled to take place on the 2nd day of October, in the year 2022, at McAninch Arts Center in Glen Ellyn, IL.

The purpose of this rider is to facilitate the best performance possible. The Purchaser should study this rider closely and make the necessary provisions contained herein. Artist's management will make every reasonable effort to notify Purchaser of any changes. Artist must approve any difficulties, problems or proposed changes to this rider in writing.

THIS RIDER IS SUBJECT TO CHANGE BY ARTIST ONLY

PURCHASER SHALL PROVIDE AND PAY FOR THE FOLLOWING:

1) BILLING

Artist to be billed in all print materials, marquees, print ads, radio ads, tickets, digital media, social media, and any other marketing materials as "Mariachi Herencia de México." Billing can also reflect "Mariachi Herencia de México with special guest Lupita Infante." Please contact Artist management with any billing questions. All artwork and media assets must be approved by Artist management ahead of making public.

2) PERFORMANCE

Performance length will be ninety (90) minutes without an intermission. Artist reserves the right to approve all other acts on the bill.

~~3) HOTEL ACCOMMODATIONS~~ N/A, per offer.

~~One (1) single king and seven (7) doubles are required for each overnight stay. Hotels must be at least four star properties. Hotels with included breakfast highly preferred. All hotel arrangements must be approved by the Manager prior to booking.~~

~~All rooms should be reserved under the Manager's name Cesar Maldonado.~~

4) DRESSING ROOMS

Minimum of two (2) large lockable dressing rooms, well lit and ventilated, with direct access to the stage. Each dressing room should accommodate ten (10) performers comfortably. One will be used for male performers and the other for female performers.



IMG Artists

*Herencia*  
MUSIC

5) CATERING

Purchaser shall provide:

- 24 bottles of water at room temperature
- 24 assorted soda cans
- Fruit and a variety of snacks
- Glasses, cups, cutlery

Hot meal, including main course, soup or salad, and desert for twenty (20) persons at least two (2) hours before concert begins. Artists prefers eating at the venue, so if possible, please provide buffet like catering possibilities. In the event of an agreed upon dinner buy out, please provide, prior to sound check, menus of local restaurants with delivery service, or provide a runner to pick up meals for the artist, musicians and crew.

6) ~~TRANSPORT~~ N/A, per offer

~~Local ground transportation is required for twenty (20) persons, plus personal luggage, instruments and costumes to/from airport, hotel, venue, as well as for any outreach activities mutually agreed upon.~~

7) CREW

Purchaser must provide one (1) F.O.H. engineer, one (1) monitors engineer, one (1) lighting director, one (1) video technician (for set-up and trouble shooting only), two (2) follow spot operators and stagehands for set-up, sound-check and show.

*Our Manager will call the show and will run video for the show. Video should be set up in the house next to the F.O.H. mixing position with access to clear-com, HDMI and audio input for video and unobstructed view to the projection screen.*

8) F.O.H.

Digital console at F.O.H., preferably the DIGICO SD21 or YAMAHA CL5 (32 or 48 channel input). Substitutions or house board may be considered as long as it meets the needs of the show. The digital processor should be at F.O.H. and the F.O.H. engineer must have unlimited access to the processor.

*Purchaser provides F.O.H. engineer for set-up, sound-check and show.*

9) P.A.

Professional P.A. system of high quality is required (D&B, Meyer Sound M series, LAcustics, VDosc, EV Xline), capable of delivering an average of 110 dB A SPL throughout the venue. The entire audience should be covered evenly. Front fills and additional speaker coverage of wings and balconies should be considered depending on existing house system.

10) MONITORS

The mixer position should be at either stage left or stage right at the same level as the performers. Digital monitor console required, preferably the DIGICO SD9 or YAMAHA CL5 (32 or 48 channel input). Substitutions or house board may be considered as long as it meets the needs of the show. No gain sharing with F.O.H.

Please provide the following speakers and accessories:



IMG Artists



- 11 Bi-amped identical wedges run on a minimum of 5 mixes
- 2 L&R side fills (3-way speaker system)

*Purchaser provides a monitors engineer for set-up, sound-check and show.*

Artist uses the following mixes:

- Mix 1 Violins
- Mix 2 Trumpets
- Mix 3 Harp, Guitarrón, Vihuela and Guitars
- Mix 4 Vocals (3 downstage wedges)
- Mix 5 Side Fills

#### 11) MICROPHONES

Total of twenty-five (25) microphone channels needed, including a minimum of eight (8) wireless channels with quality receiver system and four (4) wireless body pack transmitters. See Input List for specific microphone needs.

#### 12) CLEAR-COM HEADSETS

Two (2) clear-com headsets (wireless preferred) for our Manager at F.O.H. and another clear-com headset next to the monitor mixing position for our staff person.

#### 13) STAGE

- Snake to match input list
- Microphone stands as indicated in the Input List
- All cables necessary to plug the whole system

#### 14) RISERS

- Upstage riser 36x4x3'
- Two (2) upstage risers 12x4x2'
- Three (3) sets of stairs
- See the Stage Plot for the riser configuration
- Other riser heights are acceptable as long as the two-level configuration remains

#### 15) BACKLINE

- 3 bar stools (must be the same)
- 1 small table at stage right (30 inch round top or square top or similar)
- 2 tables for props and costumes, one each at stage right and stage left
- 2 guitar stands
- 18 bottles of water



## 16) INPUT LIST

## Input List

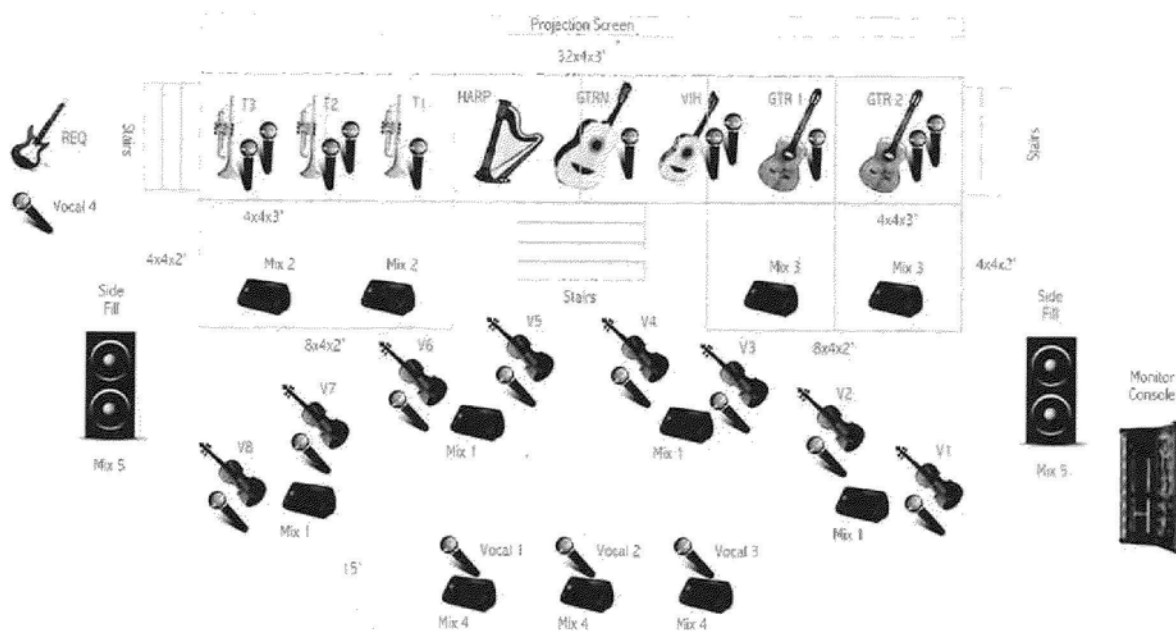
Channel	Description	Microphone	Stand
1	Violin / Vocal 1	SM57	Boom
2	Violin / Vocal 2	SM57	Boom
3	Violin / Vocal 3	SM57	Boom
4	Violin / Vocal 4	SM57	Boom
5	Violin / Vocal 5	SM57	Boom
6	Violin / Vocal 6	SM57	Boom
7	Violin / Vocal 7	SM57	Boom
8	Violin / Vocal 8	SM57	Boom
9	Trumpet 1	SM57	Boom
10	Trumpet 2	SM57	Boom
11	Trumpet Vocal 2	BETA58A	Boom
12	Trumpet 3	SM57	Boom
13	Trumpet Vocal 3	BETA58A	Boom
14	Harp	D.I.	
15*	Guitarrón	WL183 + Wireless Bodypack Transmitter	
16*	Vihuela	WL183 + Wireless Bodypack Transmitter	
17	Vihuela Vocal	BETA58A	Boom
18*	Guitar 1	WL183 + Wireless Bodypack Transmitter	
19	Guitar 2	SM57	Boom
20	Guitar 2 Vocal	BETA58A	Boom
21*	Requinto Guitar	WL183 + Wireless Bodypack Transmitter	Guitar Stand
22*	Vocal 1	K8N or KSM8 Wireless or equivalent	Straight
23*	Vocal 2	K8N or KSM8 Wireless or equivalent	Straight
24*	Vocal 3	K8N or KSM8 Wireless or equivalent	Straight
25*	Vocal 4	K8N or KSM8 Wireless or equivalent	Straight
26	Video Audio	Connects to MacBook Pro	

## Notes:

- Eight (8) wireless channels with quality receiver system
- Four (4) wireless body pack transmitters needed
- Fresh batteries for wireless and brown gaffer tape needed
- \* Required wireless channel (no substitutions)



## 17) STAGE PLOT





IMG Artists

Herencia  
OF MEXICO

## 18) LIGHTING

Please provide a knowledgeable lighting director for load-in, focus and the show. Please provide house plot and inventory to our Manager. Please include theater plan, theater section, line set schedule, rep light plot, hookup, instrument schedule, and inventory of what is available beyond the rep plot. Purchaser provides all lighting gel.

Sixteen (16) light movers, including eight (8) beam moving head profile (1,000 wat lamp) and eight (8) moving head wash (1,200 wat lamp) with board controller.

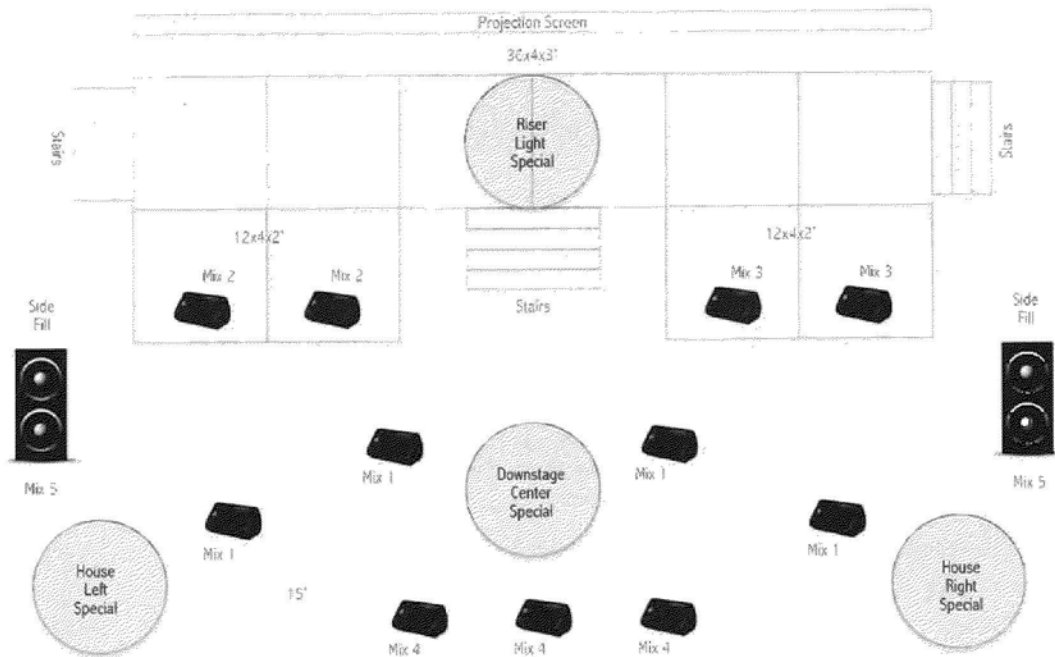
Two (2) follow spots and operators are required with clear-com access to our Manager.

Two (2) water-based Look Solutions' Unique Hazer (not fog or smoke).

*Purchaser provides a lighting director for set-up, sound-check and show.*

Lighting director must program four (4) specials using the beam moving head profile units as follows:

### Special Lights



## 19) VIDEO PROJECTION

VIDEO PROJECTION

10





The show requires video projection on a hung screen (minimum 16x9') or on a cyclorama with a minimum projector of at least 20,000 lumens. Depending on the size of the venue, an additional projector of 10,000 lumens may be required for blended image. We defer to the Purchaser to propose an optimal projection system that results in clear, bright and colorful imagery. If an LED screen is available, LED is highly preferred. One (1) HDMI cable for video and one (1) audio cable to be placed at the F.O.H. mixing position.

Artist requests video to be set up at the F.O.H. mixing position.

Our Manager runs video on a MacBook Pro using QLab. Please contact our Manager to discuss settings for your projection system to ensure compatibility with our MacBook Pro and QLab system.

*Purchaser provides a video technician for set-up, sound-check and troubleshooting, but our Manager will run video during the show.*

## 20) WALK UP PLAYLIST

Artist Manager will play walk up music from the MacBook Pro that is used for video projection.

## 21) SAMPLE SCHEDULE

1:00 pm Load-in and set up  
3:00 pm Band and Manager Arrival  
3:15 pm Video projection set up  
3:45 pm PA, monitors, video projection and lights are set up and connected  
4:00 pm Sound Check  
5:30 pm Review special lights and show looks  
6:00 pm Dinner  
7:00 pm Lobby Doors  
7:30 pm House Doors  
8:00 pm Show (90 minutes)  
9:30 pm Show End

## 22) MERCHANDISE

Please provide one (1) table and two (2) chairs in a clean, well-lit area near the main audience entrance for the sale of merchandise materials, including CDs, t-shirts and posters. The merchandise spot should be accessible and visible for all attending audience. Artist will provide a salesperson. Presenter to receive 20% of sales, per offer.

*Artist will come out to the lobby to greet patrons immediately following the show.*



IMG Artists

*Herencia*  
MARIACU  
DI MEXICO

23) RIDER ADHERENCE AND DISSEMINATION

No deletions, additions, or substitutions to this document will be accepted unless counter-initialed by artist signatory. Purchaser hereby guarantees that this rider will be adhered to and that these documents will be distributed exactly as is (or as corrected and approved) to the appropriate technical and administrative personnel at the theater as contracted.

Agreed to and Accepted By:

Signature:

*Ellen Roberts*

49066CF08C3F425

Print Name: Ellen Roberts, VP Administrative Affairs

Date: 9/7/2022



#### PURCHASER INFORMATION FORM

Purchaser College of DuPage

Purchaser address 425 Fawell Blvd

Venue name McAninch Arts Center

Venue physical address 425 Fawell Blvd

Hall capacity 780 Stage dimensions 49'W x 35'D x 26'H Proscenium (or 61'H to Grid)

Phone numbers Main 630-942-4000 Fax 630-942-3002

Emergency 630-942-2000 Box Office 630-942-4000 Backstage 630-942-2913

Recommended Nearby Hotels Doubletree by Hilton Lisle/Naperville

#### VENUE CONTACTS

Director Diana Martinez

Phone 630-942-3007 Fax \_\_\_\_\_ e-mail martinezd59@cod.edu

Tech Director Joe Hopper

Phone 630-942-2913 Fax \_\_\_\_\_ e-mail hopper@cod.edu

Event Coordinator Joe Hopper

Phone 630-942-2913 Fax \_\_\_\_\_ e-mail hopper@cod.edu

Marketing/Publicity Janey Sarther

Phone 630-942-4525 Fax \_\_\_\_\_ e-mail sarther@cod.edu

FOH Manager Rob Nardini

Phone 630-942-3705 Fax \_\_\_\_\_ e-mail nardinir@cod.ed



TOUR CONTACT SHEET

Booking Inquiries  
Toby Tumarkin  
IMG Artists  
ttumarkinimgartists.com  
212-994-3539

Contract & Marketing Inquiries  
Jean Lee  
IMG Artists  
jleeimgartists.com  
212-994-3523

Manager/Technical/Tour Advance Inquiries  
Cesar Maldonado  
Mariachi Heritage Foundation  
CesarMariachiHeritageFoundation.org  
312-771-1088

Press Relations  
Mariluz Gonzalez  
Vesper Public Relations  
mgonzalezvesperpublicrelations.com  
818-667-6403

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

This Rider, dated **Wednesday, July 6, 2022**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Mariachi Heritage Foundation t/s/o Mariachi Herencia de México** (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**

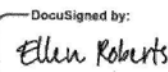
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative

Date: 07/06/22

Date: 8-23-22

DocuSigned by:  
By:   
49000CF08C3F425  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

Date: 9/7/2022

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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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL: contact@hiscox.com ADDRESS: <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Company Inc NAIC #: 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Mariachi Heritage Foundation Inc. 1852 W 19th St Chicago, IL 60608	

**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 (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		UDC-2289183-CGL-18	06/19/2018	07/25/2022	EACH OCCURRENCE \$ 3,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 3,000,000						
	GENERAL AGGREGATE \$ 3,000,000						
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<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.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)

Live musical performance by Mariachi Herencia de Mexico on October 2, 2022.

**CERTIFICATE HOLDER****CANCELLATION**

College of DuPage 425 Fawell Blvd Glen Ellyn, IL 60137	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** RE: For Review/Approval - COI Mariachi Herencia  
**Date:** Wednesday, August 31, 2022 12:26:31 PM

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Hi Molly,

The endorsement page is something that is better to have than not but depending on the act and exposure to the College, I can waive the requirement. Unfortunately, we still need to ask.

Endorsement is waived for this act.

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

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**From:** Junokas, Molly <junokasm@cod.edu>  
**Sent:** Wednesday, August 31, 2022 12:18 PM  
**To:** Gieschen, Philip <giesche@cod.edu>  
**Subject:** For Review/Approval - COI Mariachi Herencia

Hi Phil,

We have an artist coming to the MAC on 10/02/22 named Mariachi Herencia. The agent supplied a COI for the event (attached), but when I asked about the Endorsement Page, I received the attached response. Two questions for you when you get a moment:

1. Does the COI look acceptable?
2. Is it ok to waive the endorsement page? Or is there something additional I should follow up with? I have sent examples, but the agent says they will not supply one.

Please let me know if you need any additional information.

Thanks,  
Molly

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 IMG Artists LLC Artist Fee Deposit**

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

Wed, Sep 7, 2022 at 02:26 PM GMT

CC:

BCC:

Good morning,

Please process the attached check request for IMG Artists LLC. This is the deposit payment for artist Mariachi Herencia, who will perform at the MAC on 10/02/22.

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**

IMG Artists LLC Inv TR23-MARIACHIDEP 3000.00 Mariachi Herencia Artist Fee Deposit 10-02-22.pdf