

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1539787  
Vendor Name: AMBIENT TOURS INC.  
Invoice Number: TR23-BOTTIBAL  
Invoice Date: 2/3/2023  
PO Number:  
Check Number: 0310412  
Check Amount: \$ 22,500.00  
Check Date: 03/15/2023  
Voucher Number: V0770256  
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: 02/03/23 Vendor ID: 1539787 Vendor Name: Ambient Tours, Inc  
Payee Address: 9190 W Olympic Blvd #411, Beverly Hills, CA 90212 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-BOTTIBAL	05-60-11601-5309004	MAC Touring: Performing Arts Services	22,500.00
Total			\$ 22,500.00

Check the appropriate box below:

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

Description on Check:

Artist Fee Chris Botti 03/05/23 (Final)

Other Instructions:

Final payment for performance on 03/05/23. Performance contract & COI attached.

Note for MAC: TR23\_BOTTI 460 Artist Fee

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

Requester: Molly Junokas Digitally signed by Molly Junokas Date: 2023.02.03 15:30:23 -06'00' Print Name: Molly Junokas  
Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan Date: 2023.02.03 15:52:59 -06'00' Print Name: Ellen McGowan

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

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

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

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

Area Administrator (only required if request is \$5,000 and over): Diana Martinez Digitally signed by Diana Martinez Date: 2023.02.03 15:52:59 -06'00' Print Name: Diana Martinez

Area Cabinet Officer (only required if request is \$10,000 and over): Mark Curtis-Chavez Digitally signed by Mark Curtis-Chavez Date: 2023.02.03 15:52:59 -06'00' Print Name: Dr. Mark Curtis Chávez

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

**Return approved request and all supporting documentation to Accounts Payable (SRC 21324), [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.



9601 Wilshire Boulevard  
3rd Floor  
Beverly Hills, CA 90210  
USA  
Phone: +1 310-270-4908  
email: GUTH@wmeagency.com

**CHRIS BOTTI**

**AMBIENT TOURS, INC.**

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 27 Sep 2022 between **AMBIENT TOURS, INC.** (hereinafter referred to as "PRODUCER") furnishing the services of **CHRIS BOTTI** (hereinafter referred to as "ARTIST") and **COLLEGE OF DUPAGE** (hereinafter referred to as "PURCHASER")

McAninch Arts Center

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

**1. ENGAGEMENT VENUE(S):**

MCANINCH ARTS CENTER - BELUSHI PERFORMANCE HALL  
College of DuPage  
425 Fawell Boulevard  
Glen Ellyn, IL 60137  
USA

**2. DATE(S) OF ENGAGEMENT:**

Sun 05 Mar 2023

- a. Number of Shows: 1
- b. Show Schedule(s):  
06:30 PM: Doors  
07:30 PM: CHRIS BOTTI; (120 min.)  
12:00 PM: Curfew

No Support. No Intermission. Exact Schedule per Advance.

**3. BILLING (in all forms of advertising):**

Evening With

**4. COMPENSATION:**

\$45,000.00 USD (Forty Five Thousand U.S. Dollars) flat GUARANTEE.

*DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.*

**5. PRODUCTION AND CATERING:**

PURCHASER to provide and pay for sound, lights, backline, audio and monitors per ARTIST specifications. No in-house backline will be approved. In-House Audio will NOT be approved EXCEPT when Consoles, mics, PA Match ARTIST's specifications.

PURCHASER to provide and pay for:

- 1) One Grand Piano - Must Be 7ft-9ft Steinway or Yamaba.
- 2) Piano must be tuned prior to load in, and again before doors (per advance).

PURCHASER to pay for and provide catering per ARTIST specifications.

**Production Contact:**

Joe Hopper  
(630) 942-2913 (off.)



Hopper@COD.edu

**6. TRANSPORTATION AND ACCOMMODATIONS:**

- a) Air transportation: NA
- b) Accommodations: PURCHASER to provide and pay for hotel accommodations for 11 people, one (1) Suite and ten (10) king singles. 9 out of the 11 Rooms must be ready for 12pm check in per ARTIST advance.
- c) Air freight and excess baggage:
- d) Ground transportation: Unless specified in writing by WME (GEH@wmeentertainment.com) or Jeremy Plotnikoff (cheekyjeremy@mc.com), promoter must provide all local ground transportation for artist, artist's crew, and luggage per artist's specifications to include one (1) SUV, One full size passenger van with the back row removed. For the avoidance of doubt, local ground shall be understood to include all transport between hotel, venue and the airport, with Professional drivers.
- e) Meals and incidentals:
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

**7. SPECIAL PROVISIONS:**

- a) PURCHASER to pay for and utilize Artist supplied ad mats, radio and television spots from Tour Designs. No other forms of advertising are permitted. Contact Fergy at (323) 217-1100 or fergy@tourdesign.com.
- b) PURCHASER to provide Artist with no less than twenty five (25) complimentary tickets for each performance, located in the first ten (10) rows if venue has 1000 seats or under and located in the first fifteen (15) rows if venue has over 1000 seats, no exceptions.
- c) All advertising to be settled at net.
- d) PURCHASER to pay for any and all wire fees incurred during payment for this engagement. It is agreed and understood that if any wire fees are incurred by the ARTIST, the PURCHASER shall reimburse the ARTIST for these fees upon settlement.
- e) PURCHASER to provide and pay for meals for ARTIST and traveling party. If PURCHASER must give buyout, amount must be a minimum of \$40 per night per person for ARTIST and traveling party.
- f) PURCHASER must have approval from John Adams (JPAD@wmcagency.com) for any ad breaks and on sales.

Artist shall not perform a publicly advertised engagement within 35 miles of the applicable Venue, for a period of 90 days prior to or 90 days after the performance of the Engagement at this applicable Venue.

Notwithstanding the foregoing, Artist shall NOT be precluded from performing the following:

- (i) private performances which are not publicly advertised and for which tickets are not sold to the general public;
- (ii) charitable events or multi-Artist charity concerts;
- (iii) any non-performing appearances (whether public or private);
- (iv) radio and/or TV appearances or performances, including, without limitation TV specials, television news, talk shows, and award shows.

90 days prior to or after confirmed date - 35 mile radius.

**8. ARTIST RIDER:**

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

**9. CURRENCY AND EXCHANGE RATE:**

**10. PAYMENT TERMS:**

- a. **DEPOSIT in the amount of \$22,500.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC (Due upon receipt of fully executed contract.)

College Check or ACH Payment, see MAC Rider #5

All deposit payments shall be paid via ~~certified or cashier's check~~ sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
ATTN: Noah Guthman  
9601 Wilshire Boulevard  
3rd Floor  
Beverly Hills, CA 90210

USA

OR via bank wire as follows:

CITY NATIONAL BANK  
400 North Roxbury Drive  
Beverly Hills, CA 90210

Account Name: WME Entertainment, LLC  
Account Number: 113147172  
ABA Number: 122016066  
SWIFT: CINAUS6L  
ORG: College of DuPage / REF: Chris Botti / Mar 05, 2023  
WME booking code: PAB 986964

Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name  
(as sender), name of the artist, start date of the Engagement(s).

College Check or ACH Payment, see MAC Rider #5

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by ~~certified or cashier's check or bank wire~~ (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in ~~cash (if requested 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 last show of the Engagement. College Check or ACH Payment, see MAC Rider #5

d. 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 last show of the Engagement.

**11. SCALING AND TICKET PRICES:**

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Start 05 Mar 7 30 PM	40 VIP/Gold Cofee	\$135.00	0	0	40								\$135.00	\$5,400.00
	486 Reserved	\$95.00	0	0	486								\$95.00	\$46,170.00
	255 Balcony	\$85.00	0	0	255								\$85.00	\$21,675.00
	781		0	0	781									\$73,245.00

**SCALING NOTES:**

ARTIST Comps - 25 (Located in the first ten (10) rows)

ADJUSTED GROSS POTENTIAL:	\$73,245.00
TAX:	
NET POTENTIAL:	\$73,245.00

**12. EXPENSES:**

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Advertising	\$9,000.00				Net
Box Office	\$600.00				
Catering	\$300.00				
Cleanup	\$275.00				
Credit Cards	\$1,357.13				
Other	\$2,500.00				Overhead
Piano	\$250.00				9' Steinway Grand Piano. Includes tuning.
Sound & Lights	\$3,000.00				
Stagehands	\$1,300.00				
Expense Totals:	\$18,582.13				

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

**13. MERCHANDISING:**

Artist sells; CD/DVD: 90.00% of proceeds to ARTIST. MFN.

Artist sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST. MFN.

**14. VISAS AND WORK PERMITS:****15. TAXES:**

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

DocuSigned by:  
IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

*Ellen Roberts*

2/6/2023

By: 49066CF0BC3F425

COLLEGE OF DUPAGE

Ellen Roberts  
425 22nd St Fawell Blvd  
Glen Ellyn, IL 60137-6599  
USA

Care of: Diana Martinez  
McAninch Arts Center

By: *J Plotnikoff*

AMBIENT TOURS, INC.  
Fed ID: 42-1688427

Jeremy Plotnikoff  
Ambient Tours Inc  
October, 29, 2022

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Guthman

**ADDENDUM "A"**

**ADDITIONAL TERMS AND CONDITIONS**

**A. COMPENSATION**

- (1) 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.
- (2) In the event the payment to 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.
- (3) 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, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as 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**

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) 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.
- (3) 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: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) 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.
- (5) 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 thereof, 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.
- (6) 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.
- (7) 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 in PRODUCER's sole discretion.

**C. FACILITIES**

- (1) 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, properly tuned grand piano or pianos 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 stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) 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 same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) 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.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its 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 rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all 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).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the 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.

**D. PRODUCTION CONTROL**

- (1) PRODUCER shall have the sole exclusive creative 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 of the performing artists 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.
- (2) 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.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

**E. EXCUSED PERFORMANCE**

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

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" shall mean any 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 facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

**F. INCLEMENT WEATHER**

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. 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. Parties will make every effort to reschedule event within 18 months.

**G. PRODUCER'S RIGHT TO CANCEL**

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. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. 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.

**H. BILLING**

- (1) 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.
- (2) 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. MERCHANDISING**

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, 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 with the following parameters:

Artist sells: CD/DVD 90 00% of proceeds to ARTIST, MFN  
Artist sells: T-Shirts/Soft 80 00% of proceeds to ARTIST MFN.

subject, however, to concessionaire's requirements, if any, as specified in this Agreement

**J. 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) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

**K. PURCHASER DEFAULT**

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) 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.

(2) 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 have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) 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.

**L. INSURANCE/INDEMNIFICATION**

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) 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); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein. Producer shall provide Certificate of Insurance naming College of DuPage as Certificate Holder, and Endorsement Page, see MAC Rider #8

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a 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 PURCHASER 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 ARTIST and/or PRODUCER.



#### M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") 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. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

#### N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of 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 and will be mutually acceptable by Purchaser.

#### P. 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 ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses, 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.

#### Q. MISCELLANEOUS PROVISIONS

(1) 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.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in



connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) 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. ~~The State of Illinois see MAC Rider #11~~

(6) This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Los Angeles County in the State of California in accordance with the laws of that State; 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 Los Angeles County in the State of California 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. ~~The State of Illinois, see MAC Rider #11~~

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

(8) 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.

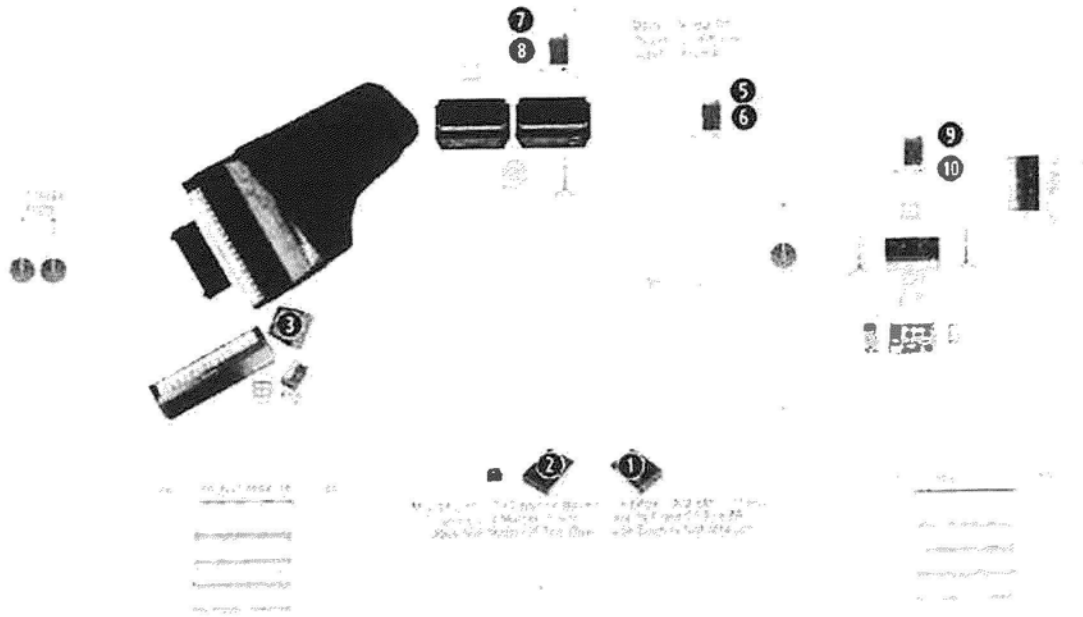
(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or 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.

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

(11) 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.

# CHRIS BOTTI: TECH TOURING RIDER 2022 V3

## IMPORTANT



### BOTTI CREW LOAD IN

Upon the Arrival of the Botti Crew (2) (Tour Manager + Front of House Audio Engineer), we'd like to arrive to the following conditions:

- Stage built
- Backline unpacked, on-stage. Please do not setup drums.
- Monitor Console installed, and patched (to agreed input list)
- Front of House Console installed, and patched (to agreed input list)
- Stage boxes patched
- Lighting Setup, but not focused. We will most likely move equipment. Therefore, it is better to wait until that is completed before doing focus.

# CHRIS BOTTI: TECH TOURING RIDER 2022 V3

## AUDIO

Audio Engineer: Ryan Beck  
ryanbeckaudio@gmail.com  
443-983-3153

**1. PA** - We request stereo line-array over subs with appropriate fills to provide proper coverage and impact throughout the venue. Front Fill Speakers are a must! Cardioid Sub patterns are preferred. Please note that all PA zones will be fed from console Matrix.

**2. System control** - Please confirm access to system DSP control at FOH, with the ability to bypass or change any non-factory system eq/delay settings if deemed necessary.

### 3. Consoles

#### FOH Consoles in order of preference:

1. Avid S6L-32D. **Console must have Waves Soundgrid Extreme Server**
2. Avid Profile with Waves 9 installed. **Must contain at least 3 DSP cards**
3. Digico Quantum 7, 5, SD5, SD10, SD8 (36 faders), or SD7. **FOH Console must have integrated Waves Soundgrid Extreme Server**
4. Yamaha Rivage PM10 or PM7 with RPi622 and or RPi222 I/O racks
5. Soundcraft Vi 7000, 5000, or 3000

*Please note: Avid SC48, Yamaha PM5D, M7CL, LS9, CL, QL, Soundcraft Vi6, Vi4, Vi1, Si, Digico S21, SD9, D-series, and "All Midas" are NOT acceptable FOH consoles.*

#### MON Consoles in order of preference:

1. Avid Profile, SC48 or S6L
2. Yamaha CL5 or Rivage PM7 or PM10
3. Soundcraft Vi7000, Vi5000, or Vi3000
4. Digico Quantum, SD5, SD10, SD8, SD7, SD9, or SD12

**No Active Mic Splitters**

**Consoles Must not share Remote Mic Preamps**

**All consoles must be operating on the latest Software / Firmware available**

**No Midas Consoles of any kind**

**No Analog Consoles**

# CHRIS BOTTI: TECH TOURING RIDER 2022 V3

## AUDIO

Audio Engineer: Ryan Beck  
ryanbeckaudio@gmail.com  
443-983-3153

**4. Monitor wedges** - L'acoustics X-12, D&B M2, Meyer MJF series are preferred. (most low profile 12"x2" wedges are preferred) We require 6 matched wedges (3 on stage, 2 cue, & 1 spare) Each Wedge is a discrete mix. No jumped pairs!

**5. Mics** - please confirm all mics requested on the most current input list. Most importantly the Guitar Mic and Drum Overheads These mics must be large diaphragm cardioid condenser microphones. All DI's must be Active.

***We carry our own Piano Mics & Pickup and the DPA 4099B for the acoustic bass.***

**6. Wireless** - Please confirm 7x channels of Shure Axient-D AD4 receivers with 3 x AD1 beltpack transmitters and 4 x AD2 hand held transmitters with 1 x KSM9 and 3 x SM58 capsules. Beltpack must accept TA4F connectors. No mini packs..

**\*Please confirm proper antenna and distribution for this system**

**7. In Ear Monitors** - Please confirm 4 x channels of Shure PSM1000 P10T transmitters and 4 x P10R receivers or PSM900 P9T transmitters with 4 x P9R receivers. Sennheiser G4 or G3 systems can be substituted but must be approved by our engineer.

**\*Please confirm proper antenna and combiner for this system**

### Notes:

- We will require a local monitor engineer.
- We will provide show files for both consoles.
- Trumpet, Violin, Piano, and Acoustic Bass mics are provided by us.
- We have a reverb unit to patch in at FOH via AES send and return.
- We have a preamp for the Trumpet which will be located at FOH and require a dry xlr path from the wireless system or mic splitter location to the FOH position. Please provide an XLR input Y cable
- Power - please confirm 110V AC will be provided at FOH (outside of the U.S.)

**\*\*INTERNATIONAL - IT IS ESSENTIAL  
THAT WE HAVE 4 SEPARATE 110 CONVERTORS\*\***

# CHRIS BOTTI: TECH TOURING RIDER 2022 V3

## INPUT LIST

FOH		MICROPHONE	LOCATION	STAND
1	Kick	Beta 91a/ Sennheiser 901		
2	Kick	Beta 52 / Sennheiser 902		short boom
3	Snare top	SM57		short boom
4	Snare bottom	SM57		short boom
5	Hi Hat	KM184 / AKG451 / KSM137		short boom
6	Tom 1 (10")	Sennheiser (E904/604) / Beta 98		Clip on
7	Tom 2 (12")	Sennheiser (E904/604) / Beta 98		Clip on
8	Tom 3 (14")	Sennheiser (E904/604) / Beta 98		Clip on
9	Tom 4 (16")	Sennheiser (E904/604) / Beta 98		Clip on
10	Ride	KM184 / AKG451 / KSM137		short boom
11	OH sr	AKG414 / AT4050 / KSM32 (Must Be Large Diaphragm!)		tall boom
12	OH sl	AKG414 / AT4050 / KSM32 (Must Be Large Diaphragm!)		tall boom
13	Elec Bass DI	DI - Radial J48 / Countryman	USC	
14	Acou Bass DI	DI - Radial J48 / Countryman	USC	
15	Acou Bass Mic	Provided	USC	
16	Piano Low	Provided	DSR	
17	Piano Hi	Provided	DSR	
18	Piano pickup	Provided	DSR	
19	Elec Gtr	AKG414 / KSM32 / AT4050 (Must Be Large Diaphragm!)	DSL	short boom
20	Acou Gtr	DI - Radial J48 / Countryman	DSL	
21	Violin	Shure Axient AD4 w/ AD1 beltpack (mic provided)		
22	Trumpet	Shure Axient AD4 w/ AD1 beltpack (mic provided)		
23	Sax	Shure Axient AD4 w/ AD1 beltpack (mic provided)		
24	Botti Vocal	Shure Axient AD4 w/ AD2 handheld (SM58 cap needed)	DSC	round base straight
25	Female Vocal	Shure Axient AD4 w/ AD2 handheld (capsule provided)	off SR (Black)	round base straight
26	Male Vocal	Shure Axient AD4 w/ AD2 handheld (capsule provided)	off SR (White)	round base straight
27	BeBop Vocal	Shure Axient AD4 w/ AD2 handheld (KSM9 cap needed)	off SR (Red)	round base straight
28	Drum Vocal	Beta58	USC	tall boom
29	Korg L	DI - Radial J48 / Countryman	SR	
30	Korg R	DI - Radial J48 / Countryman	SR	
31	Violin spare	DI - Radial J48 / Countryman	DSC	
32	HW 58 spare	SM58	DSC	none

FOH should be fed from the direct output of Isolated Splitters

\* All DI's Must be Active.

mic's listed in order of preference. Any deviations from list must be approved by FOH Engineer

Any questions please contact:

Ryan Beck (FOH Engineer)

443-983-3153

ryanbeckaudio@gmail.com

# CHRIS BOTTI: TECH TOURING RIDER 2022 V3

## BACKLINE

### TO BE PROVIDED BY PURCHASER (PAGE 1/2)

#### **DRUMS** One complete set - PEARL MASTERS DRUMS

Lee Pearson is a Pearl Endorsee (Second Choice - Mapex)  
Preference for Maple Shells, Maple&Walnut Mix shells, Birch&Maple Mixed,

#### **EXACT DIAMETER SPECS ESSENTIAL PLEASE CONFIRM** (diameter x depth)

1. 10" x 8" tom - Mounted on Kick Drum
2. 12" x 9" tom - Mounted on Kick Drum
2. 14" x 14" fl tom (must be on legs)
3. 16" x 16" fl tom (must be on legs)
4. 18" x 16" bass drum (18" Can be used) 20-22" Not Acceptable Options
5. 14" x 6.5 1/2" Brass / Metal Snare
6. 14" x 5 1/2" Maple Snare
7. 8 Double Braced Cymbal Boom Stands
8. 1 Professional Quality THREE LEGGED Double Braced Hi Hat Stand
9. 1 DW9000 Kick Drum Pedal plus one spare good quality pedal
10. 2 **DW** Snare Stands (Must be newer type with horizontal movement bar)
11. 1 Round Top **DW** Drum Throne - **Adjustable by spinning**

**Cymbals:** Preference in this order: Sabian: HHX Fierce, HHX-plosive, Legacy  
16" Crash, 18" Crash, 19" Crash, 18" Ozone, 22" Ride, 10" Splash  
14" Hi Hats

**Drum rug:** 8'x8' Black or Dark Gray

#### **Drums Head request**

- 1.) Three 14" Evans G1 Coated for snares
- 2.) Evans G2 Coated for All Toms
- 3.) Evans Genera resonate Heads for All Bottom drums
- 4.) Evans Coated Emad For bass Drum if not coated then Clear as last option.
- 5.) Standard Pearl Logo drum head for front of bass drum with standard size Air hole.
- 6.) New Kick Drum Flam Pad is Essential.

#### **PIANO**

1. One 7ft-9ft ' Yamaha / Steinway Grand Piano + Bench
2. Piano **MUST** be tuned A440 **BEFORE** our load in, and touched up after soundcheck.  
"Piano tech should bring Protek Prolube for flange bushings and center key bushings as well as graphite/teflon powder for wooden knuckles."

# CHRIS BOTTI: TECH TOURING RIDER 2022 V3

## BACKLINE

TO BE PROVIDED BY PURCHASER (PAGE 2/2)

### KEYBOARDS (in order of preference)

- 1 x Korg Kronos 2 - 73 Key *plus* Sustain Pedal, Yamaha FC7 Expression Pedal
- 1 x Nord Stage 3 - 88 Key *plus* Sustain pedal, Volume Pedal
- 2 Tiered Keyboard Stand

### BASS

#### Upright ACOUSTIC bass PLUS ONE FRENCH BOW

- One (1) 3/4 Size Hardwood, Pro-Grade Upright, Acoustic Bass W/ Adjustable Bridge, Medium Action, And Thomastic Weich Or D'addario Hybrid Strings.
- One (1) David Gage realist pickup or Fishman Full Circle pickup (built into the adjuster).
- One (1) Professional Quality FRENCH bow. **With Pop's Rosin Please**
- Please make an extra effort to ensure a good quality instrument.

#### Electric Bass RIG (We Require both Electric and Acoustic Amps)

- Amp:** Fender Super Bassman (Second Choice Aguilar ToneHammer 500)
- Cabinet:** For Electric bass - Fender 4x10 cabinet (Speakon connections preferred)
- 1 x Standard Guitar stand with bottom Support
- 1 x Boss TU-3 Chromatic Tuner & New 9 Volt Battery

#### Acoustic Bass Rig

- Amp:** Fender Super Bassman (Second Choice Aguilar ToneHammer 500)
- Cabinet:** For Acoustic bass - Fender 1x15 cabinet (Speakon connections preferred)

### GUITARS

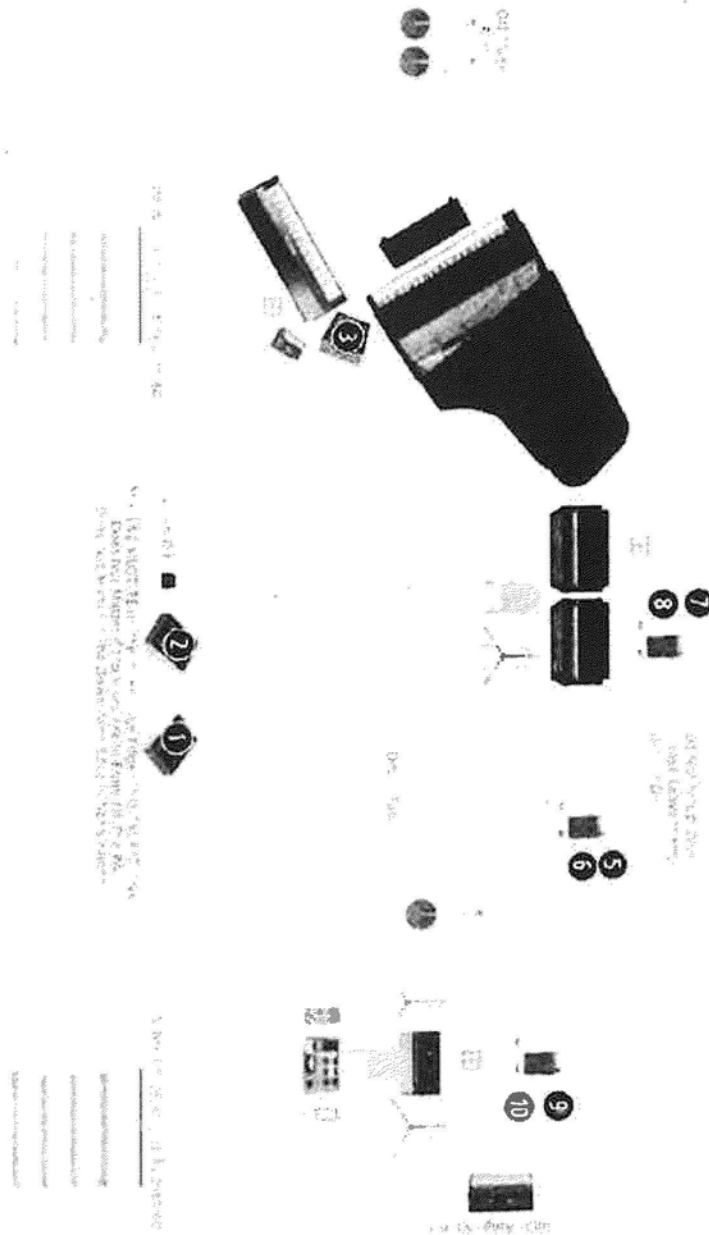
- 2. Two (2) Fender Hot Rod Deluxe III Amplifiers (One is spare)
- 3. Two (2) Standard Guitar stands with bottom & Neck Support
- 4. One (1) Boss TU-3 Chromatic Tuner & New 9 Volt Battery

### VARIOUS

- 12 (Twelve) - 10 x 15ft instrument cables + 2 x 5ft instrument cables
- Please provide FOUR approx Waist High Bar Stools with no back please

# CHRIS BOTTI: TECH TOURING RIDER 2022 V3

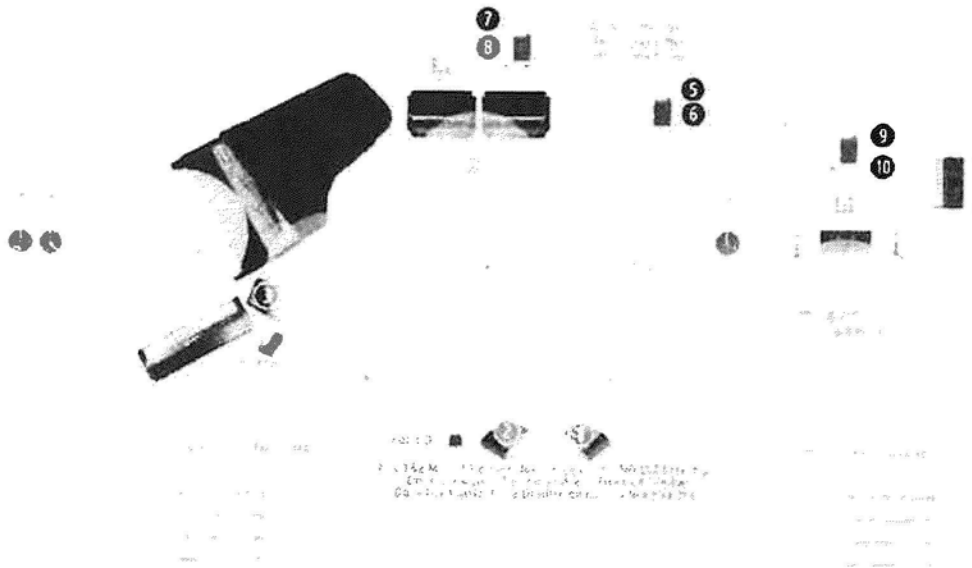
## STAGEPLOT 2022





**CHRIS BOTTI: TECH TOURING RIDER 2022 V3**

**LIGHTING**



Purchaser agrees to provide artist, at purchasers expense, one (1) high quality professional lighting system capable of reproducing artists designed show as outlined below. (if applicable) producer must approve any changes from original design. Lighting system rated at 60K watts.

- Two Super Trooper or HMI spotlights in prime condition with experienced operators.
- One (1) white or black cyc curtain sized to entire length of upstage truss. (Non Orch)
- Colors of preference are Blue, Red, Magenta
- Water Based Haze / Fog Machine welcomed / Vari-lite Movers Welcomed
- We require to have specials built for each of the 6 on-stage positions (Below)  
**(Botti, Violin, Piano, Bass, Drums, Guitar)**
- Tour Manager will provide LD a detailed setlist with cues for lighting on day of show
- Whenever Possible, please provide stairs from stage into audience.

**Lighting Director:** Purchaser must provide:

One (1) qualified lighting designer

Two (2) follow spot operators

Please provide COM at Stage Right for Tour Manager.

# **CHRIS BOTTI: TECH TOURING RIDER 2022 V3**

## **INTERCOM SYSTEM:**

Intercom system with double-muff headsets to be provided at lighting stations; single-muff at sound stations. Clear-Com units are preferred. It is essential that there is Communication channels between stage and Front of House, and Lighting if needed.

## **STAGE HANDS**

Please provide two (2) stage hands to assist in the setup backline equipment. Purchaser agrees to provide a sufficient number of clean, responsible, experienced and sober stage hands as agreed with Tour Manager. (Load in Only if Needed)

## **SHOW CALL:**

All stage and tech personnel shall be made available to producer 30 minutes prior to show time. In addition to sound and lighting engineers (specified above),

## **SOUND CHECK:**

ARTIST requires a sound check (30) minutes in duration.

## **PHOTOGRAPHY / RECORDING:**

While Chris and the band allow photography (without flash), we do not actively encourage or discourage it publicly. Simply put, if you see someone taking pictures without a flash, it is ok, but do not post signage stating that it is allowed.

## **RUNNER**

When possible, purchaser will provide one (1) clean, sober and responsible person with vehicle, possessing a valid operator's license and local knowledge, who can assist producer with local errands and purchases if needed. **15 Pax Van w/ BackSeat Out**

## **STAGE TOWELS / STAGE WATER**

Please provide ten (10) hand towels, preferably a dark color for use by the band on stage during each performance + Twelve (12) bottles of still water on ice. These must be delivered to Tour Manager no later than 30 minutes prior to performance.

# CHRIS BOTTI: TECH TOURING RIDER 2022 V3

## HOSPITALITY

### DRESSING ROOMS:

#### **\*If Venue has 7 rooms\***

#1 - Chris Botti  
#2 - Female Vocal  
#3 - Violinist  
#4 - Female Vocal 2  
#5 - Male Vocal  
#6 - Band  
#7 - Production

#### **\*If Venue has 6 rooms\***

#1 - Chris Botti  
#2 - Female Vocal  
#3 - Violinist  
#4 - Female Vocal 2  
#5 - Band  
#6 - Production

#### **\*If Venue has 5 rooms\***

#1 - Chris Botti  
#2 - Female Vocal  
#3 - Violinist  
#4 - Female Vocal 2  
#5 - Band

#### **\*If Venue has 4 rooms\***

#1 - Chris Botti  
#2 - Female Vocals  
#3 - Violinist  
#4 - Band

#### **\*If Venue has 3 rooms\***

#1 - Chris Botti  
#2 - Female Vocals &  
Violinist  
#3 - Band

#### **\*If Venue has 2 room\***

#1 - Male Room  
#2 - Female Room

**Chris Botti** - 2 hand towels/2 Bottles of Sparkling Water, Mouthwash, Iron + Board

**Female Vocal Room** - 2 hand towels +2 Bottles of water, and a Steamer

**Violinist Room** - 2 hand towels +2 Bottles of water

**Male Vocal Room** - 2 hand towels +2 Bottles of water

**Saxophone Room** - 2 hand towels +2 Bottles of water

**Band Room** - 6 hand towels & 6 Bottles of water No Alcohol, see MAC Rider #23

~~2 Bottles Pinot Grigio / 2 Bottle Merlot / 6x Stella~~, cheese, vegetable platter for 6

**Green Room / Catering Room / Lunch / Dinner**

Coffee & Tea: Milk, Sugar, Spoons, 12 Cups. Assorted Juice, Ginger Ale, Soda

• **Lunch** - Ryan - Cheeseburger (M) w/fries + coke (The works, no Mayo)

• **Lunch** - Jeremy - Chopped Salad with Chicken (no croutons) - Ranch Dressing

**Dinner (12 People)** - I'll email update with advance

Chopped Salad: Grilled chicken on side & No Croutons

Soup: Can we have Chicken broth (broth only) for 5 people

Starters - (Pick One) Chicken Quesadillas, Spanakopita, Buffalo Wings, Steamed Spring Rolls

Mains - (Need 2) Chicken, Steak (No Sauce) - We have some that will not eat fish.

Sides - (Pick 2) Steamed Veggies, Mashed Potatoes, Brown Rice. Must include Veggies

Dessert - Surprise us (Dessert for 4-5 people Only as not everyone eats it)

**Specials / Allergies** - One Vegetarian

## CHRIS BOTTI: TECH TOURING RIDER 2022 V3

It is our hope to enjoy a successful engagement. Please communicate with artist management as early as possible to assure all efforts are in the best interest of all concerned.

Should you have any questions about anything related to the technical side of Chris Botti's performance, please contact:


Jeremy Plotnikoff, Tour Manager: +1 713-412-8864 Email: [cheekyjeremy@mac.com](mailto:cheekyjeremy@mac.com)  
Ryan Beck - Audio 443-983-3153 (audio only) Email: [ryanbeckaudio@gmail.com](mailto:ryanbeckaudio@gmail.com)

Should you have questions regarding promotional, and Marketing, please contact:

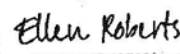
Archie Castillo: 310 399 8881 Email: [archie@thecolombygroup.com](mailto:archie@thecolombygroup.com)  
The Colomby Group (Chris Botti Management)  
2110 Main Street Suite 302 | Santa Monica CA | 90405  
P 310 399 8881 | F 310 392 1323

This concludes the rider requirements of the artist CHRIS BOTTI for the engagement outlined on the attached contract face.

ACCEPTED AND AGREED TO:

By: 

ACCEPTED AND AGREED TO:

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

PRODUCER

Date: Jeremy Plotnikoff  
Ambient Tours Inc  
October, 29, 2022

PURCHASER

Date: 2/6/2023

# **CHRIS BOTTI: TECH TOURING RIDER 2022 V3**

## **NOTES**

McAninch Arts Center at College of DuPage  
CONTRACT / AGREEMENT RIDER

This Rider, dated Wednesday, September 28, 2022, is hereby made a part of the attached contract/agreement between College of DuPage, McAninch Arts Center (herein known as PURCHASER) and Ambient Tours, 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.

Subject to contract 'all terms' Artist Rider terms

#### 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 25 complimentary tickets for public performance located in the first ten (10) rows. 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, including attorney's fees, 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. *including reasonable outside attorney fees*

#### 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. *but no one shall say such sponsorship suggest or imply*

#### Sponsorship

25. PURCHASER may secure sponsorship for this event. ARTIST sponsorship and recognition of sponsorship is subject to approval by PURCHASER. *but no one shall say such sponsorship suggest or imply*

#### 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 reasonable 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. *reasonably request*

#### 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. *and mutually agreed*

**COLLEGE OF DuPAGE  
McAninch Arts Center**

*Produced*  
**ARTIST/ARTIST'S REPRESENTATIVE**

By: *Diana Martinez*  
Diana Martinez  
Director, McAninch Arts Center

By: *JP*  
~~Artist~~  
~~or Artist Representative~~

Date: 09/30/22

Jeremy Plotnikoff  
Ambient Tours Inc  
Date: October, 29, 2022

DocuSigned by:  
By: *Ellen Roberts*  
49062CE0BC3E425  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

*-K Execution subject to one's will  
here is*

2/6/2023  
Date: \_\_\_\_\_

**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







AMBITOU-01

BHUGENBERGER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2023

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 # 0H18131 Momentous Insurance Brokerage, A Marsh & McLennan Agency LLC Company 5990 Sepulveda Blvd., #550 Van Nuys, CA 91411		<b>CONTACT NAME:</b> Beth Hugenberger <b>PHONE (A/C, No, Ext):</b> (818) 933-9889 <b>E-MAIL ADDRESS:</b> beth.hugenberger@mmibi.com <b>FAX (A/C, No):</b> (818) 933-2287															
<b>INSURED</b>  Ambient Tours, Inc. c/o Tan & Associates 9190 W. Olympic Blvd. Unit 411 Beverly Hills, CA 90212		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Fireman's Fund Insurance Company</td><td>21873</td></tr><tr><td>INSURER B : American Automobile Insurance Company</td><td>21849</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Fireman's Fund Insurance Company	21873	INSURER B : American Automobile Insurance Company	21849	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																	

## 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
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B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A	SCW0212122201	2/25/2022	2/25/2023	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E L EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E L DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E L DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E L EACH ACCIDENT	\$	1,000,000	E L DISEASE - EA EMPLOYEE	\$	1,000,000	E L DISEASE - POLICY LIMIT	\$	1,000,000									
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E L DISEASE - POLICY LIMIT	\$	1,000,000																									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
College of DuPage, its trustees, officers, agents, employees and any other parties designated by COD named as an additional insured for General and Auto Liability coverage for the show on 3/5/23 per written contract.

## 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 
--	---

**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** RE: For Review - COI Chris Botti 03/05/22  
**Date:** Thursday, February 2, 2023 8:27:25 AM

---

Hi Molly,

Insurance is accepted 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:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Sent:** Monday, January 30, 2023 9:54 AM  
**To:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Subject:** For Review - COI Chris Botti 03/05/22

Good morning Phil,

I hope you had a nice weekend.

When you get a moment, I have attached a COI for your review. This is for Chris Botti's concert on 03/05. The expiration date of the certificate is prior to the date of the concert, but I have received confirmation that they will send a new one as soon as it is available. Since the expiration is so close to the concert date, I was hoping we could proceed with the signatures process in the meantime.

The agent has also expressed that they cannot provide an endorsement page.

Please let me know if this is acceptable, or if you have any questions.

Thank you,

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

**JUNE 23, 2022**

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

---

**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 Ambient Tours Inc**

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

Tue, Feb 7, 2023 at 10:43 PM UTC

CC:

BCC:

Good afternoon,

Please process the attached check request for Ambient Tours. This is the final artist payment for Chris Botti's performance at the MAC on 03/05/23.

**Please note: Must be paper check. Vendor will not accept ACH payment. Ellen McGowan to pick up check 02/17/23.**

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**

Ambient Tours Inc Inv TR23-BOTTIBAL 22500.00 Chris Botti Artist Fee Final 03-05-23.pdf