

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1671880

Vendor Name: Sba the Steven Barclay Agency, Inc

Invoice Number: TR23-SEDARISFEE

Invoice Date: 2/28/2023

PO Number:

Check Number: 0310416

Check Amount: \$ 35,000.00

Check Date: 03/17/2023

Voucher Number: V0777145

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: _____ Vendor ID: _____ Vendor Name: _____

Payee Address: _____ Payment Due Date: _____

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
Total			\$

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:

Other Instructions:

All requests will require the following approvals:

Requester: _____ Print Name: _____

Budget Officer: _____ Print Name: _____

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

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.



RECEIVED
12-19-22

Engagement Contract

CONTRACT #: DS091922-SN

This contract entered into as of September 19, 2022 by and between SBA The Steven Barclay Agency, Inc., the duly authorized agency of the speaker, hereafter referred to as "Agency" and

SPONSOR: MCANINCH ARTS CENTER AT COLLEGE OF DUPAGE

hereafter referred to as "Sponsor." Agency will provide the services of

SPEAKER: DAVID SEDARIS

hereafter referred to as "Speaker," to lecture (perform) at the date, time, place specified below.

DATE OF APPEARANCE: SUNDAY, APRIL 23, 2023

TIME: 3:00 PM MATINEE

PROGRAM: David Sedaris will deliver a 60-minute reading followed by 20-30 minutes of audience questions. There will be a book signing in the lobby area before & following the event (sponsor will arrange for the sale of books – see addendum for details).

PLACE: BELUSHI PERFORMANCE HALL (seats 820) GLEN ELLYN IL

OTHER: All other activities must be cleared through our office before being scheduled. Mr. Sedaris will absolutely not pose for photos, press or otherwise. Additionally, Mr. Sedaris is not available for dinners or receptions. Additionally, no corporate underwriting for this event may be established without special arrangement with Agency. Ticket prices for this event have been mutually agreed upon by Agency and Sponsor. Tickets will observe a scaling of 40@\$90 / 638@\$80 / 142@\$70 as detailed on the offer. All changes in ticket prices need to be approved in writing by Agency. Such approval will not be unreasonably withheld. All revenues derived from ticket sales need to be included in gross sales reports to reflect an accurate sales total at the end of your event (including any prices achieved by use and implementation of dynamic pricing). You are required to notify Agency before tickets are put on sale if you intend to use dynamic pricing for this event. Please note that Mr. Sedaris is not available for advance press interviews. This contract may not be re-sold or sold to a third party. Mr. Sedaris will have access to 12 artist COMPS. All announcements, marketing, or advertising of this performance to happen after October 15, 2022.

No lecture or program or any part thereof is to be reproduced, including but not limited to the reproduction by broadcasting, video-taping or tape-recording, without the written permission of the Agency or Speaker.

Sponsor agrees to pay Agency as consideration for Speaker's services the amount set forth under TERMS below. Payment shall be made by the Sponsor 3 DAYS BEFORE THE DATE OF APPEARANCE payable to: SBA The Steven Barclay Agency, Inc. (EIN:88-3353388). Reimbursable travel expenses will be invoiced by the Agency at time of booking and are due from Sponsor upon receipt of invoice. Should Sponsor default on this contract for any reason other than Act of God clause, Sponsor will be liable for FULL payment (100%) of the honorarium with less than 60 days before the event, or 50% of the honorarium if more than 60 days before the event.

TERMS: A confidential guaranteed fee of \$35,000. Sponsor will cover roundtrip or shared non-stop, fully-refundable, first class travel as invoiced (shared air & commercial cars capped at \$1,500), as well as fully insured and licensed commercial car service to and from the airport, hotel accommodations for up to two nights (see addendum for hotel specifications) and transportation to and from the venue.

It is understood that this Contract is binding on both parties; it cannot be cancelled except as follows: The Agency and Sponsor mutually agree that either party may cancel this contract and all parties shall be released from any liability or damages hereunder, if the Speaker or Sponsor is unable to fulfill the terms of this contract due to an act of God or any other legitimate conditions beyond the control of the Speaker or Sponsor. However, it is agreed by both parties that best efforts will be made by both parties to so adapt that the lecture be presented as scheduled.

CONTACT(S):

Diana Martinez
Director
McAninch Arts Center at College of DuPage
425 Fawell Blvd
Glen Ellyn, IL 60137
Tel: 640-942-3007 / Cell: 630-776-8921 / martinezd59@cod.edu

The representative of Sponsor, in signing this Contract, warrants that (s)he signs as a duly authorized representative of the Sponsor and does not assume personal liability. The Agency representative warrants that the Agency has express authority to sign on behalf of the Speaker.

The fully-executed returned copy of the Contract is acknowledgement that Speaker has accepted this engagement and has agreed to appear at the time and place specified above. Sponsor acknowledges that the Steven Barclay Agency is not responsible for and shall be held harmless from any liability of whatever nature arising from the actions or non-performance of Speaker or Sponsor in connection with Appearance. **SBA The Steven Barclay Agency, Inc. reserves the right to withdraw this offer should this contract not be signed and mailed within ten (10) business days of the date "entered into."** This Contract is governed by the laws of the State of California Illinois and cannot be changed except in writing and signed by both parties.

BY: Ellen Roberts
49086C7B8C36725

(Sponsor)
Ellen Roberts, VP Administrative Affairs
College of DuPage

BY: [Signature]
for SBA The Steven Barclay Agency, Inc.

12/19/2022

SBA The Steven Barclay Agency, Inc. 12 Western Avenue, Petaluma, CA 94952
tel 707.773.0654 fax 707.778.1868 toll-free 888.965.7325 barclayagency.com

Steven Barclay Agency

Addendum

HOTEL (if called for in contract)

- The 4 or 5-star hotel the sponsor secures for Mr. Sedaris should have 24-hour room service.
 - If this is not possible in your area, then the room service must be available until at least midnight.
- Mr. Sedaris will need a non-smoking room.
- The hotel room must have a bathroom with a bathtub.
- The hotel should have a gym.
- The hotel room must have a coffee maker, a supply of coffee, and bottled drinking water in the room.
 - If the hotel does not provide these amenities, the sponsor will provide them and have them ready in the hotel room before Mr. Sedaris checks in.

CAR SERVICE

- If you are arranging for a car service for Mr. Sedaris, please reserve a sedan, a town car, or an SUV. Do not reserve a limo of any kind.

BACKSTAGE HOSPITALITY

- Please have the following available on site:
 - Coffee (with whole milk on the side)
 - Bottled water
- During tech check, please present Mr. Sedaris with 3 to 5 menus from local, nice, more upscale options for his meal:
 - Please avoid any and all fast-food options – no pizza, no TGIF restaurants, and no pita sandwich restaurants.
 - Please provide Mr. Sedaris with real cutlery, dishware, glassware, and a cloth napkin.
 - Please re-plate the meal. Please do not serve Mr. Sedaris his meal in a to-go box.
 - Please have his meal delivered during the show so that he can eat it during or after the post show book signing.
 - The post show book signings usually last 3–4 hours, and Mr. Sedaris understands that a hot meal may be more room temperature when he gets an opportunity to eat it.
- Use of venue washer & dryer:
 - Please confirm that your venue has a washer and dryer backstage. Mr. Sedaris often needs to do a small load of laundry, as he travels too quickly to use hotel facilities.
 - Please provide laundry soap for Mr. Sedaris to use.
 - He will want to put a load into the washer before he goes onstage, and then he will put the clothes into the dryer before the signing.

STAGE SET UP & SHOW DETAILS

- **Podium**
 - Mr. Sedaris would like to have a podium/lectern placed front of curtain or downstage center.
 - There must be space on the podium for his books and notes to rest.
 - Please note that Mr. Sedaris is 5'6" tall.
 - Please provide a wooden, lighted podium with a flat surface – one that is "full size" or traditional.
- **Microphone**
 - Standard microphone to be attached to the podium on a gooseneck (or next to podium on a boom stand).
- **Water on a hard-topped stool**
 - Please provide water in a glass (not a bottle) on a hard-topped high stool next to the podium/lectern.
 - Please include a few unopened bottles of water stored in the podium.
- **Sound Monitors**
 - Please also supply onstage sound monitors ("wedges") so Mr. Sedaris can better hear himself during his reading.
 - They can be placed a little in front of his lectern, on the right and the left.
- **Lighting**
 - There should be enough light on the podium to read by and for Mr. Sedaris to be seen.
 - For the reading, the house lights in the hall should be kept OFF or to a minimum. **Mr. Sedaris does NOT want to see the audience when he is reading.**
 - For the Q&A portion, Mr. Sedaris will give a verbal cue, and the lights can come up so that he can see the audience members. This light level should be determined during the tech check prior to the show. Mr. Sedaris may ask for the house lights to be dimmed even more during the Q&A.

- **Program + Q&A**
 - The program is 1 hour reading from new and unpublished material, followed by 20–30 minutes of Q&A with the audience.
 - There is no intermission.
 - During his program, please actively discourage backstage chatter and noise. This is a solo spoken word event and the backstage noise is distracting.
 - During the Q&A, Mr. Sedaris will call on raised hands and he will repeat the questions into the microphone.
 - **Please do not have microphones in the audience; he will not need them (even if it is a large hall).**
- **Front of house**
 - Agent and artist strongly prefer for no food or drink to be allowed in the seating area during the program.
 - During the program, your concessions stand will remain closed. Note that it can be open preshow until 10 minutes before curtain, and can reopen post-show for the book signing. Please contact SBA with any questions.
 - For details regarding his book signings, please see below.
- **Walk in music (optional)**
 - Please ONLY play classic jazz and preferably Bill Evans. If you have a paid music-streaming account, input "Bill Evans."
 - It is fine to have NO walk-in music.

NO PHOTOGRAPHY OR VIDEO RECORDING

Mr. Sedaris **does not want** his picture taken or any video to be recorded at any time during the program or book signings. To discourage people from taking his photo or recording, please provide the following:

- Please make sure this is in your pre-show announcement or curtain speech.
- Please provide adequate and obvious signage throughout the venue saying, "**No photographs or video recording please.**" Signage should also be placed on an easel within six feet from where Mr. Sedaris is signing books, so that people in line will clearly see it before reaching the table.
- During the book signings, **ONE** person solely in charge of always watching that NO photos are taken to stop people who disregard or don't see signs and start raising their cell phones.
- Make sure all staff is aware of this so that they can be vigilant.

UPON ARRIVAL

- Mr. Sedaris will plan to arrive at the venue about 60–75 minutes before show time for his tech check and preshow book signing.
- During tech check, please present Mr. Sedaris with 3 to 5 menus from **local, nice, more upscale options** for his meal:
 - Please **avoid** any and all fast-food options – no pizza, no TGIF restaurants, and no pita sandwich restaurants.
 - Please provide Mr. Sedaris with real cutlery, dishware, glassware, and a cloth napkin.
 - Please re-plate the meal. Please do not serve Mr. Sedaris his meal in a to-go box.
 - Please have his meal delivered **during the show** so that he can eat it during or after the post show book signing.
 - The post show book signings usually last 3–4 hours, and Mr. Sedaris understands that a hot meal may be more room temperature when he gets an opportunity to eat it.
- Please show Mr. Sedaris where the washer and dryer are for him to possibly do laundry.

BOOK SIGNING PROCEDURE

Mr. Sedaris will sign books before and after the show in the lobby of the venue. **Please confirm with SBA that the book signings will be held in the lobby.** Any other proposed alternative space for the book signings will need to be approved by SBA and Mr. Sedaris.

Mr. Sedaris will plan to arrive at the venue about 60–75 minutes before show time. After a brief tech check, he will start signing books in the lobby to get a jump on the long lines that form after his reading.

Both his signing table and the bookstore sales table will need to be set up in time for his arrival at least 90 minutes before show time.

He would prefer his book signing table to be within sight of the book sales table. If the space allows, he should be able to wave to them from his table.

This set up will need to be arranged for Mr. Sedaris to sign:

- 6' or 8' table
- No table linen (table skirt okay)
- Chair
- Sharpie markers (standard size, black)
- Glass of water
- Cup of coffee with milk

ADEQUATE CROWD CONTROL:

You will need **THREE** dedicated staff for the signings:

- **ONE** person solely in charge of always watching that NO photos are taken to stop people who disregard or don't see signs and start raising their cell phones.
- **ONE** person to stand at the head of the line to gently move people along and not have there be gaps and waiting, one fluid line, and that the books are flapped and ready to be opened on the **TITLE** page.
- **ONE** person to walk up and down the line to distribute post-its so that people can write the first name only as they wish Mr. Sedaris to write it on the title page. This person can also prepare people to flap or open book to the title page.

NOTE FOR PRE-SHOW BOOK SIGNING:

AT 20 MINUTES BEFORE CURTAIN, please have a staff member check in with Mr. Sedaris about time. He will then communicate how many more people he can interact with while still giving him enough time to prepare for the show. Please cut the line where he indicates.

Prepare the staff to say this when they have to turn patrons away:

I'm very sorry, but, in order for Mr. Sedaris to be able to start the show on time, we have to end the line here. Mr. Sedaris will be signing books after the show, and we invite you to come back at that time.

DO NOT offer preferential treatment to any patron – please don't promise they'll be the first in line after the show, etc. If a patron asks for this, explain that Mr. Sedaris will stay and sign until the very end.

NOTE FOR POST-SHOW BOOK SIGNING:

Please have a cup of coffee (with milk) and a glass of water ready at the book signing table.

In addition to the 3 staff members listed above, please have another staff member check in with Mr. Sedaris periodically just in case he needs something (a snack, a cup of coffee, a new pen, etc.).

RECOMMENDED TITLE BY DAVID SEDARIS:

On most tours, Mr. Sedaris will highlight the work of another writer, recommending a specific title during his talk. SBA will communicate with you about this title and ask you to arrange for 50–100 copies to be available for sale. Please refer to the itinerary schedule for title information.

NO SALES OF MEMORABILIA

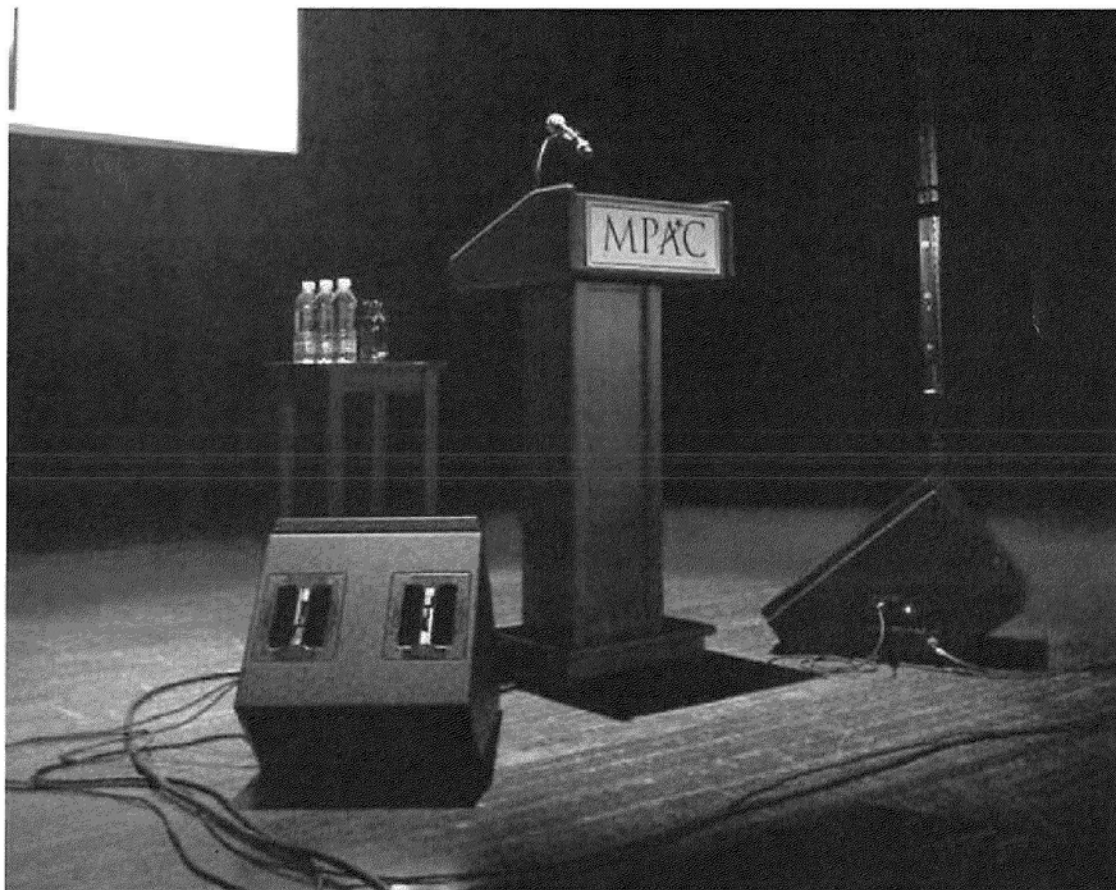
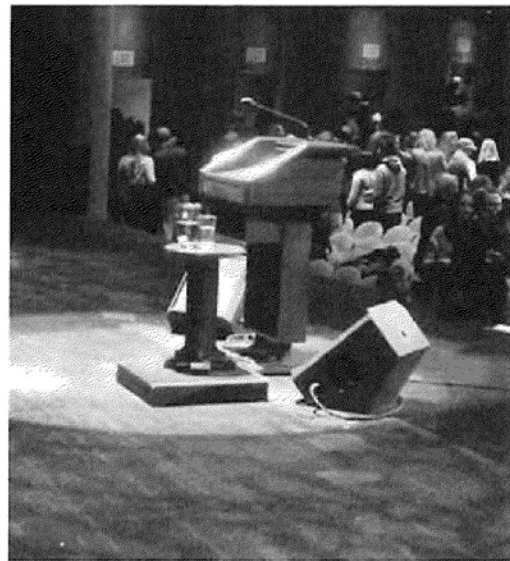
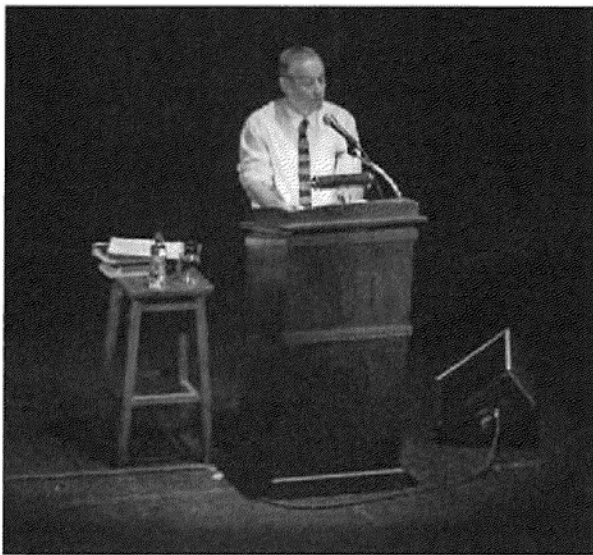
It is strictly forbidden to sell any pieces of memorabilia that show David Sedaris's name, signature, or likeness, or the covers of any of his books. This includes t-shirts, posters, flyers, or any other items.

- Note that posters may be used for **PROMOTIONAL USE ONLY**. They are not to be sold.

RECEPTIONS

Mr. Sedaris will not attend receptions or dinners.

Examples of stage set-up for David Sedaris:



(Please ignore screen in the above set up.)

**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 **SBA The Steven Barclay Agency, Inc.** (herein known as ARTIST).

Relationship / Provisions

1. It is acknowledged that the relationship between the parties is that of independent contractors and in no event will the relationship between the parties hereto be interpreted or construed to be that of employer/employee or of principal/agent.
2. The provisions of the contract and riders that incorporate the Constitution, By-laws, Rules and Regulations of the American Federation of Musicians of the United States and Canada and any local thereof, including but not limited to adjudication of claims, controversy or differences involving services under this contract shall not be binding on the PURCHASER.
3. If someone signs this contract other than the ARTIST, the person signing for the ARTIST expressly warrants that he/she is authorized by the ARTIST to execute this contract for the ARTIST for this engagement at the time and place specified for this contract.
- 4a. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 4b. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 4c. In the event of a conflict of terms, those stipulations stated in this Rider (Contract Rider of the McAninch Arts Center at the College of DuPage) shall take precedence over and shall prevail over any printed, typed, or handwritten terms located elsewhere in the contract. It is understood that this agreement supersedes any Artist requirement in conflict with College of DuPage Policy.

Payment

5. Payment will be in the form of a College of DuPage check or ACH Payment.
6. Signed contracts and all attached riders must be returned to College of DuPage at least three (3) weeks prior to performance date to insure issuance of check by time of performance.
7. Due to the fact that PURCHASER is part of a Community College, deposits to ARTIST shall not exceed 25% of total fee, unless agreed upon in writing by both parties.

Insurance / Indemnity / Force Majeure / Cancellation

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with **Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page.** The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. Neither party shall be liable for any failure or delay in performance of its obligations under this agreement if Performance becomes impossible or impracticable and is not within a party's control due to Act of God or "act of government" — any act or regulation on public spaces, of any public authority or bureau, civil tumult, strike, epidemic, interruption or travel bans, delay of transportation services, war conditions, emergencies, where an order by a government or a government agency in a country or state has prevented performance or invoked capacity restrictions on gatherings and businesses are imposed. The parties acknowledge and agree that the occurrence of Pandemic, including but not limited to COVID19, the H1N1 virus, or swine flu in an area in close proximity to the performance venue in and of itself is not deemed a Force Majeure Occurrence, unless the state or local government, or US Department of Health and Human Services declares an outbreak of the virus in the area in which the performance is scheduled to take place. Any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived. Any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser, or both parties will make every effort to reschedule the date within 18 months of the scheduled date. Presenter will serve notice to the agency of the artists, or agent of the artist will serve notice to the presenter "as soon as possible". The Parties also acknowledge that this Force Majeure clause hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore all other terms of the existing contract remain in full force and effect.
10. If for any reason, except due to an Act of God, this contract is cancelled by the ARTIST beyond the cancellation clause contained herein, then the ARTIST agrees to refund any and all deposits less purchased plane tickets. The ARTIST will make every effort to reschedule the engagement at original agreed terms and fees.

Choice of Law and Forum

11. The laws of the State of Illinois shall govern this agreement. The signatory of PURCHASER, in signing this contract and/or rider(s), warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract and/or rider(s).

Tech / Hospitality Rider

12. The ARTIST or ARTIST's representative will provide in writing to the PURCHASER a technical rider mutually agreed upon and attached to this contract/ agreement. It will include all technical requirements (sound, lighting, power, rigging, etc.) Any changes to this rider after signing must be mutually agreed upon and received by PURCHASER at least four (4) weeks prior to the engagement.
13. The PURCHASER must receive notification regarding changes to hospitality rider and travel itinerary and transportation details one (1) week prior to engagement to ensure PURCHASER can meet the ARTIST's needs.
14. The MAXIMUM sound pressure level (SPL) at the FOH mix position shall be 103 dB, C weighted. THIS IS STRICTLY ENFORCED.

Ticketing

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.
16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER. With Agency approval.
17. The PURCHASER will provide ARTIST with 12 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.

**COLLEGE OF DuPAGE
McAninch Arts Center**

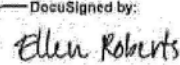
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: 09/28/22

Date: 12.19.22

DocuSigned by:
By: 
40086CF08C3F425
Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: 12/19/2022

**McAninch Arts Center
Contact Information**

Director - Diana Martinez	630-942-3007, martinezd59@cod.edu
Contracts/ Payment - Ellen McGowan	630-942-3009, mcgowan@cod.edu
Box Office - Julie Elges	630-942-3017, elgesj@cod.edu
Production Advance - Joe Hopper	630-942-2913, hopper@cod.edu
Marketing/Edu Coord - Janey Sarther	630-942-4525, sarther@cod.edu
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2022

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

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

PRODUCER Jaffe-Schlossberg, Inc. 3502 Geary Blvd, 3rd Floor San Francisco CA 94118	CONTACT NAME: Brady Ward PHONE (A/C, No, Ext): (415) 221-5340 FAX (A/C, No): (415) 221-5395 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co, LTD INSURER B: Hartford Property & Casualty INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 11000 34690
INSURED SBA The Steven Barclay Agency, Inc. 12 Western Avenue Petaluma CA 94952		

COVERAGES**CERTIFICATE NUMBER:** CL199605350**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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBABN7445	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBABN7445	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	57SBABN7445	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECAM7PNL	08/03/2022	08/03/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			57SBABN7445	10/01/2022	10/01/2023	Each Claim \$2,000,000 Aggregate \$2,000,000

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

The Certificate Holder is named as an Additional Insured, as required by written contract, per the Business Liability Coverage SS0008 attached to this policy.

Personal and advertising injury is covered under professional liability coverage part.
Umbrella is not excess of professional liability coverage part.

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: [External] David Sedaris - Glen Ellyn IL APR 2023
Date: Thursday, December 1, 2022 9:01:24 AM

Hi Molly,

Insurance is waived for this performer.

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>
Sent: Wednesday, November 30, 2022 4:28 PM
To: Gieschen, Philip <giesche@cod.edu>
Subject: RE: [External] David Sedaris - Glen Ellyn IL APR 2023

Hi Phil,

Would you consider please waiving the COI requirement for David Sedaris? He is speaking on stage at a podium for his engagement on 04/23/23.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage
630-942-3042 | junokasm@cod.edu

From: Junokas, Molly
Sent: Thursday, September 29, 2022 12:48 PM
To: Martinez, Diana <martinezd59@cod.edu>
Cc: Gieschen, Philip <giesche@cod.edu>
Subject: RE: [External] David Sedaris - Glen Ellyn IL APR 2023

Hi Diana,

I typically ask all agents if they are able to provide the documents first. Even though David Sedaris is a lecturer, I wanted to check if his agency would be able to provide the COI since it is what the College prefers.

Did SBA question you about it? Let me know if so. In that case, I would check in with Phil to see if it is possible to waive the requirement.

Thanks,
Molly

From: Martinez, Diana <martinezd59@cod.edu>
Sent: Thursday, September 29, 2022 12:29 PM
To: Junokas, Molly <junokasm@cod.edu>
Cc: Gieschen, Philip <giesche@cod.edu>
Subject: Re: [External] David Sedaris - Glen Ellyn IL APR 2023

Molly
Since David Sedaris is just a lecturer speaker, I thought Phill Geischen said we can waive those requirements?

From: "Junokas, Molly" <junokasm@cod.edu>
Date: Wednesday, September 28, 2022 at 4:59 PM
To: "sarah@barclayagency.com" <sarah@barclayagency.com>
Cc: "Martinez, Diana" <martinezd59@cod.edu>
Subject: RE: [External] David Sedaris - Glen Ellyn IL APR 2023

Good afternoon Sarah,

I hope you are doing well!

My name is Molly and I will be helping to execute the contract for Mr. Sedaris's engagement at the MAC on 04/23/23. Thank you for sharing the updated W9 for SBA, we will be sure to update the information in our payment system.

I have attached the contract to this email. At the moment, it is unsigned because our College does request 2 items in advance of signature:

1. Certificate of Insurance, naming College of DuPage (specs attached)
2. Endorsement Page to accompany COI (example attached)

If you would please share those items with me when you get a moment, I would very much appreciate it. Once received, I will route the contract for signature and return to you as soon as possible.

Also, please note that our standard Rider is attached to the back of the contract for your review.

Please let me know if you have any questions at all or need any additional information.

All the best,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

From: Sarah Nowicki <sarah@barclayagency.com>

Date: Wednesday, September 21, 2022 at 11:02 AM

To: "Martinez, Diana" <martinezd59@cod.edu>

Cc: Steven Barclay <steven@barclayagency.com>, Eliza Fischer <eliza@barclayagency.com>, Emily Hartman <emily@barclayagency.com>, Mimi Lang Villa <mimi@barclayagency.com>, Alyssa Jones <alyssa@barclayagency.com>, Tina Tuscher <tina@barclayagency.com>, Susan Durfee <susan@barclayagency.com>

Subject: [External] David Sedaris - Glen Ellyn IL APR 2023

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

Dear Diana,

I am pleased to confirm the engagement and attach the contract for your event with DAVID SEDARIS on SUNDAY, APRIL 23, 2023.

Please review and sign the contract, then scan and email it back to me within the next 10 business days; a fully executed contract will be returned to you.

Payment Information:

- The Speaker Fee is due to our Agency three (3) days prior to the engagement date.
- Payment will be made to **SBA The Steven Barclay Agency, Inc.** A completed W9 is attached.
- The Agency will book speaker's travel.
- The Sponsor will book and pay for hotel accommodations and local ground transportation.

NOTE: On January 1, 2023, the Steven Barclay Agency will change its tax status from a sole proprietorship to an S Corp. We will have a new name (SBA The Steven Barclay Agency, Inc.) and a new tax identification number. It is important that the attached pdf of our new W9 form is shared with your Accounts Payable person or department prior to any 2023 payments being made. If we have had past contracts with you, it is possible that our old status is in your system and will, of course, require an update. In addition, we will not accept any deposits for 2023 dates prior to January 1.

Approximately six weeks prior to the engagement, we will be in touch with you to work out the itinerary details. In the meantime, should you have any questions or concerns, please don't hesitate to contact me.

Thank you,

Sarah Nowicki

Agent & Tour Manager | *she/her*

SBA The Steven Barclay Agency, Inc.

12 Western Avenue | Petaluma, CA 94952

T: 707-773-0654 | barclayagency.com

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 60th 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>

Check Request SBA Steven Barclay David Sedaris

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

Mon, Mar 13, 2023 at 03:03 PM UTC

CC:

BCC:

Good morning,

Please process the attached check request for SBA Steven Barclay Agency. This is the artist fee for David Sedaris's performance at the MAC on 04/23/23.

Please note: Ellen McGowan to pick up check on 04/14/23.

Thank you,

Molly Junokas

McAninch Arts Center, College of DuPage

630-942-3042 | junokasm@cod.edu

1 attachment

SBA Steven Barclay Agency Inv TR23-SEDARISFEE 35000.00 David Sedaris Artist Fee 04-23-23.pdf