

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1085582

Vendor Name: G. Schirmer, Inc.

Invoice Number: 174169

Invoice Date: 8/3/2022

PO Number:

Check Number: 0301694

Check Amount: \$ 295.00

Check Date: 08/16/2022

Voucher Number: V0749570

Document Type: AP Invoice

Document Below

Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 10-65, Vendor Payment — Non-Purchase Order.

Date: 08/03/2022 Vendor ID: 1085582 Vendor Name: G. Schirmer Inc.
 Payee Address: P.o. Box 572, 2 Old Rt 17 Chester, NY, 10918, United States Payment Due Date: 08/03/2022

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
174169	05-60-11601-5405001	Books and Binding	295.00
Total			\$ 295.00

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:

Music rental fee for New Phil summer Lakeside (60 Music TR23_NPSUMMER) concert per attached agreement.

Other Instructions:

All requests will require the following approvals:

Requester: Kari Schoettle Digitally signed by Kari Schoettle
Date: 2022.08.03 13:43:46 -05'00' Print Name: Kari Schoettle
 Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan
Date: 2022.08.03 13:29:53 -05'00' Print Name: Ellen McGowan

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

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

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

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

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

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

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.



G.SCHIRMER, INC. & Associated Music Publishers, Inc.

Rental and Performance Library

2 Old Route 17

Chester, New York 10918

Tel: 845-469-4699

Fax: 845-469-7544

www.wisemusicclassical.com

Enhanced Rental Contract

Date 5/25/2022

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Trans Nr. 174169

Account No. 33134

Bill to: New Philharmonic
ATTN: Ben Nadel
McAninch Arts Center, College of Dupage
425 Fawell Blvd
Glen Ellyn IL 60137

Send to: Performance set is on hand with Ben Nadel

Composer **Ernesto Lecuona**
arr. by Morton Gould
Work **Malagueña**

Date Required
Purchase Order
Duration **0:05:00**
Set #
Publisher **G. Schirmer, Inc.**
Rental Fees **\$295.00**

Hereafter referred to as the "work"

Performances

New Philharmonic
c. Kirk Muspratt

8/5/2022 (1) 7:30 pm McAninch Arts Center at the
College of DuPage Glen Ellyn

Rental Fee Breakdown and Special Stipulations:

THIS RENTAL AGREEMENT IS BASED ON THE BELOW INFORMATION PROVIDED TO US AT THE TIME OF THE ORDER.

If this agreement does not include the permission, you require for your performance(s) please alert us so we can either update your contract or refer you to the appropriate department for licensing.

RENTAL FEES: \$295 ONE PERFORMANCE

A SYNCHRONIZATION LICENSE IS REQUIRED TO STREAM THIS PERFORMANCE ONLINE FOR A PERIOD OF TIME. PERMISSION IS NOT INCLUDED IN THIS CONTRACT

Addendum to Section 9 of Contract: "For state funded educational institutions subject to state jurisdiction limitations only:

This agreement shall be construed and interpreted according to the laws of a state of competent jurisdiction in that state's courts. "

1. **Nonexclusive Rental License:** This license is for temporary rental of the performance materials ("Materials") for the above Work. All rights under copyright in the Work and in the Materials including public performance and reproduction are exclusively owned or controlled by Publisher. This Agreement therefore grants you limited nonexclusive rights to use the Materials solely on the dates and at the location(s) listed above, including any rehearsals therefor within the Rental Period. Any rights not explicitly granted in this Agreement are hereby reserved by Publisher.

2. **Limited Use:** The rented Material is authorized for live nondramatic concert performance only and may not be used for broadcasting, televising, or recording for video or audio in any way, or presented as part of any audiovisual, video, dramatized, choreographed, narrated, or multimedia presentation without written permission from the publisher. In order to confirm whether your performance(s) may require further written permission concerning this performance.
3. **Public Performance License Verification Required:** Rental of the Materials does not include any right or license for public performance. You (Bill to Organization listed on top left of this rental agreement) are responsible for obtaining a public performance license prior to the performance(s) and for confirming to us in writing that your performances are either covered by an existing blanket license or event license from the above Performing Rights Organization (PRO), or by providing to us a copy of a valid PRO single event license for your performance dates and location at least Thirty (30) days prior to the performance dates. The rights granted to you under this Agreement are contingent upon our receipt of satisfactory proof of your PRO license, and we reserve the right to immediately terminate this Agreement and to demand the return of the Materials should you not comply, or at our election to invoice you and to receive direct payment from you for public performance rights, which payment must be received prior to shipment of the Materials.
4. **Care of Materials:** The Materials are the property of the Publisher and must be treated accordingly. They may not be sold, loaned, rented, given away, or copied in any media or format for any reason, including archival or convenience purposes, without our express advance written permission. The Materials must be preserved in the same condition as received and may not be defaced or damaged (other than light pencil markings erased prior to return), otherwise a replacement fee for printing and production of replacement materials will be charged to you. Lost materials must be reported immediately and a charge for their replacement will be incurred.
5. **Copyright Infringement:** Copying and/or distribution (physically or electronically) of copyrighted materials without our express written consent is strictly prohibited. You are required to comply with any and all notifications we send you demanding your immediate cease and use of materials that were copied and/or distributed without our permission. Your failure to comply with this requirement, along with any infringing use of our copyrights, is in violation of US copyright law and may result in statutory damages for unauthorized use of a copyrighted work in accordance with Title 17 of the U.S. Code Section 501, or other damages and/or penalties we reserve the right to impose.
6. **Return Shipping:** You agree to return the Materials to Publisher in the same condition as received, well-packed, fully insured with all postage and handling fees prepaid, by a courier or postal method that includes a tracking service for monitoring of the return shipment. In the event of cancellation of the performance after the shipment of materials to you, a \$150.00 cancellation fee plus applicable postage and handling fees will be collected. Cancellations or rescheduled performances must be submitted in writing to us BEFORE the contracted performance date. You may not retain materials for rescheduling without permission from the rental department. If the Materials are not returned to G. Schirmer's rental library within ten (10) working days after the organization's final performance, the billed organization will incur an additional fee of \$30 per week or any part thereof. If such delay causes Publisher to print and manufacture an additional set of Materials for another rental Organization, you will be responsible for and charged the entire cost of manufacture caused by your failure to return the Materials, in a minimum amount of \$250.
7. **Payment:** The Organization hereby agrees to pay Publisher/Agent according to the following schedule (excluding applicable taxes) Unless prepayment is required for any reason at our sole discretion, including prepayment for public performance rights, full payment is due fourteen (14) days after the date of the last performance.
8. **Concert Programs and Tickets:** All printed and digital/online programs for the performances shall include the following notice at or near the bottom of the main program page: "[Title] by [Composer] presented under license from G. Schirmer Inc. and Associated Music Publishers, copyright owners." You agree to provide Publisher with three (3) copies of the concert program for the performance(s) set forth above, and to provide Publisher with two complimentary tickets to each performance in a prime location. In addition, you agree to provide a complimentary pair of tickets to each performance for each living composer that wishes to attend the performance.
9. **Miscellaneous:** This Agreement shall be governed by the laws of the State of New York, with exclusive venue and jurisdiction over any disputes in the state and federal courts located in New York City. In the event of your breach or threatened breach of this Agreement, you hereby irrevocably consent to the entry of an order granting Publisher injunctive relief against you, and anyone acting with you, prohibiting any unauthorized performances of the Work, without the requirement of the posting of any bond therefor. This is the entire Agreement and supersedes any prior oral or written understandings and may not be altered except in a writing signed by Publisher. Your signature in the space provided below shall indicate your agreement to each term listed above.

I have read and confirm all information provided in this contract to be correct. I understand and accept all terms and conditions.

No materials will be shipped or reserved until a signed copy of this agreement is received in full by G. Schirmer, Inc., 2 Old Route 17, Chester, NY 10918.

New Philharmonic:

DocuSign Envelope ID: 990DDF60-2C66-4992-8598-F0CA375C0454

DocuSigned by:
Signature: Ellen Roberts Title: Vice President, Admin. Affairs Date: 7/25/2022

"Schoettle, Kari" <schoettlek@cod.edu>

G Schirmer \$295 Check Request

"Schoettle, Kari" <schoettlek@cod.edu>

Wed, Aug 3, 2022 at 06:45 PM GMT

CC:

BCC:

Please process. Thank you.

Kari Schoettle

Assistant Business Manager

McAninch Arts Center, College of DuPage

630-942-2914 | schoettlek@cod.edu

1 attachment

G. Schirmer Inv 174169 295.00 08-03-22 NPSUMMER.pdf