

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1402169

Vendor Name: Glenn Miller Productions, Inc.

Invoice Number: TR23-GMILLERBAL

Invoice Date: 3/24/2023

PO Number:

Check Number: 0311797

Check Amount: \$ 8,800.00

Check Date: 05/09/2023

Voucher Number: V0784386

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](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.

**PHOENIX TALENT AGENCY, INC.**

3208 W. Lake Mary Blvd., Suite 1720 Lake Mary, Florida 32746 (321) 441-9139

**THE ATTACHED RIDER IS PART OF THIS CONTRACT AND MUST BE SIGNED**  
**DO NOT ADVERTISE THIS ENGAGEMENT UNTIL CONTRACT HAS BEEN SIGNED BY BOTH PARTIES**

AGREEMENT made this 4TH day of APRIL 2022, between **GLENN MILLER PRODUCTIONS, INC.** (hereinafter referred to as the "Artist"), and **COLLEGE OF DUPAGE** (hereinafter referred to as the "Purchaser").

IT IS MUTUALLY AGREED between the parties hereto as follows:

The Artist agrees to furnish and the Purchaser agrees to accept for the engagement hereinafter described the services of the **GLENN MILLER ORCHESTRA®** upon all the terms and conditions set forth herein and attached, which are incorporated herein and made a part of this agreement.

Name and address of place of engagement:	McAninch Arts Center 425 Fawell Blvd., Glen Ellyn, IL 60137
Date(s) of engagement:	Sunday, May 14, 2023
Hours of engagement:	3:00PM - 5:00PM WITH APPROPRIATE INTERMISSION
Type of engagement:	Concert
Price:	Ten Thousand (\$10,000.00) Dollars
Special Conditions:	Purchaser shall provide \$1,300.00 hotel room buyout. Artist agrees not to appear for any public or publicized performances within 35 road miles of Glen Ellyn, IL 90 days prior and 90 days after performance date. Proof of vaccination required.

Payment of non-refundable deposit of Two Thousand, Five Hundred (\$2,500.00) Dollars shall be made by the Purchaser to **Glenn Miller Productions, Inc.** on or before **August 1, 2022**. The balance of the guarantee shall be paid to the manager of the **Glenn Miller Orchestra®** 30 minutes prior to the performance in cash or by certified check or bank draft drawn to the order of **Glenn Miller Productions, Inc**

**THERE ARE TO BE NO DEDUCTIONS FROM THE AGREED PRICE FOR ANY REASON WHATSOEVER**

If the Purchaser breaches this agreement, it shall, in addition to the forfeiture of the non-refundable deposit to the Artist, pay the Artist's damages together with interest thereon at the rate of ~~1-1/2%~~ per month plus reasonable attorney's fees.  
1%, per IL Local Government Prompt Payment Act

The Agreement cannot be changed orally and shall be construed, governed, and interpreted pursuant to the laws of the State of New York. The Agreement represents the full understanding between the parties and neither party shall be bound by any terms or undertakings other than those contained herein.  
Illinois, see MAC Rider #11

WHEREFORE, the parties have signed this agreement the day and year first above written.

**GLENN MILLER PRODUCTIONS, INC.**

FEDERAL I.D. #13-5650273

BY: 

Owled and Operated by:  
Glenn Miller Productions, Inc.  
3208 W. Lake Mary Blvd., Suite 1720  
Lake Mary, FL 32746  
Tel: (321)441-9135  
[www.GlennMillerOrchestra.com](http://www.GlennMillerOrchestra.com)

**COLLEGE OF DUPAGE**

DocuSigned by:

By:   
40886CF0BC3E475

9/1/2022

Ellen Roberts, VP of Administration, College of DuPage

Contact: Diana Martinez  
Address: 425 Fawell Blvd.  
Glen Ellyn, IL 60137  
Telephone: 630-972-3007  
Email: [martinezd59@cod.edu](mailto:martinezd59@cod.edu)

Deposit Received:

Deposit: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: Greg Parnell

**THE FOLLOWING TERMS AND PROVISIONS  
ARE INCORPORATED IN THE AGREEMENT**

The Artist agrees to plan, assemble and furnish the orchestra and accompanying personnel, if any, as well as the use of all musical arrangements. The Artist shall have and exercise exclusive authoritative control over such personnel, the details, methods and persons to be employed by it in performing the provisions of this agreement on its part to be performed, and shall have the right in its sole discretion to designate or change the personnel to be furnished by it at any time during the engagement. The Purchaser shall have no right, title or interest in the performances covered by this agreement other than the right to receive the live performances of the **Glenn Miller Orchestra** at the agreed time and place. The Artist shall perform and discharge all obligations imposed upon the employer under laws relating to workers' compensation, unemployment insurance, social security, withholding taxes and other Federal and State laws relating to employment. It shall further file all returns and reports and make withholdings required to be made by the employer.

The obligations upon the Artist to furnish the orchestra and accompanying personnel, if any, is subject to proven detention on the part of any persons involved by sickness, accidents, or accidents to means of transportation, riots, strikes, epidemics, Acts of God, or any other legitimate conditions beyond the control of the Artist or the employees involved.

Nothing in this contract shall ever be so construed as to interfere with any obligations which any employee of the Artist may have by reason of union membership.

The Purchaser represents that there does not exist any claim of any kind arising out of musical services rendered for the Purchaser, or any predecessor in interest, or any predecessor operating under the same trade name at the same location. It is agreed that the Artist, in its sole discretion, shall not be required to perform any provisions of this contract or to render any services so long as any such claim is unsatisfied or unpaid in whole or in part.

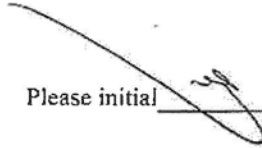
The Artist shall be free, in its sole discretion and without liability, to terminate or suspend its services hereunder in the event that its employees are affected by any union strike, ban, unfair list, order, or requirement notwithstanding any other provisions of this contract to the contrary.

Each party hereby agrees to indemnify the other party, and their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage, cost or expense, including reasonable attorney's fees incurred or suffered by the other party as a result of any claim for personal injury, property damage or otherwise brought by or on behalf of any third party as a result of or in connection with the willful misconduct or negligence of the indemnifying party.

This agreement may not be assigned by either party hereto.

(FOR OTHER PROVISIONS SEE ATTACHED RIDER)

January 2021

Please initial 

**GLENN MILLER ORCHESTRA®**

**THIS RIDER FORMS PART OF THE ANNEXED AGREEMENT DATED April 4, 2022**

1. **BILLING:** The GLENN MILLER ORCHESTRA shall receive One Hundred Percent (100%) billing in all printed material, paid advertising, displays, programs, and any and all other advertising and publicity media used in connection with this engagement as specified by the Artist. The show shall be advertised as:

**The World Famous 35%**  
**Glenn Miller Orchestra 100%**

2. **CANCELLATION POLICY:** The Artist has the right to cancel (or postpone to a mutually agreeable date) this engagement upon written notice to the Purchaser at least eight (8) weeks prior to the date of commencement of the engagement if the Artist enters into a contract prior to such eight (8) week period for the services of the Orchestra in film, radio, television or theatrical production. In the event of such cancellation, the Artist's total liability to the Purchaser hereunder shall be to pay to the Purchaser the amount of the nonrefundable deposit made hereunder.

Purchaser may not cancel this engagement for any reason whatsoever except for conditions beyond its control such as accidents, riots, strikes, acts of God, and inclement weather. If venue is outdoors, and in the event of inclement weather, Purchaser shall provide a local indoor venue. If no indoor venue is available, Artist shall be paid rain or shine.

3. **NO RECORDING:** Unless approved by the Artist, the Purchaser shall not:
- A. schedule leader or members of the Orchestra for television or radio appearances;
  - B. permit any portion of the performance rendered hereunder to be broadcast, photographed, recorded, filmed, taped, or embodied in any form for any purpose, and Purchaser agrees that it will not authorize any such activity, nor admit to performance any persons carrying tape, film, cassettes, or video recording devices.

**PURCHASE SHALL POST:**  
**"NO AUDIO OR VIDEO RECORDING AND NO FLASH PHOTOGRAPHY"**

4. **SUPPORT ACTS:** Artist shall have absolute right of approval of any other acts on the show, including set length, billing, and placement in the show. In the event said approval is granted and Orchestra further agrees to rehearse with and/or accompany such acts, Artist shall receive additional compensation in an amount to be agreed upon separately.
5. **STAGING:** Purchaser at its own expense shall provide the following, all of which must be in first-class condition:
- (a) One (1) grand (or baby grand) piano tuned to 440-A pitch (Steinway or Yamaha preferred);
  - (b) Sixteen (16) chairs on stage;
  - (c) Proper lighting on stage (full wash) and two (2) spotlights with operators (spotlights for concerts only);
  - (d) A bandstand with skirted risers / platforms in conformance with the Orchestra's standard stage plot attached hereto;
  - (e) Four (4) Manhasset type music stands;
  - (f) Jazz drum set.
6. **SOUND:** The Purchaser shall provide sound equipment at its own expense in accordance with the attached sound equipment schedule.

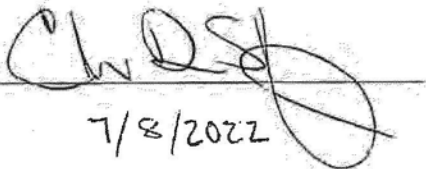
Please initial 

7. **DRESSING ROOMS:** Purchaser at its own expense shall provide Orchestra personnel with three (3) adequate dressing room facilities at or near the premises to enable the leader, the musicians, and vocalists to change prior to and after the performance hereunder. One dressing room with private restroom must be provided for female vocalist and instrumentalists if any.
8. **HOSPITALITY:** Purchaser agrees to provide Orchestra personnel with a meal such as but not limited to sandwiches or hot dishes, a cheese/fruit/vegetable tray or salads, coffee, water, juice and soda. Meal shall be available upon Orchestra's arrival at venue. Please discuss with Orchestra road manager any special requirements.
9. **SETTLEMENT:** The balance of the guarantee shall be paid to the manager of the **Glenn Miller Orchestra** 30 minutes prior to the performance ~~in cash or by bank draft drawn to the order of Glenn Miller Productions, Inc.~~ college check or ACH Payment made out (see MAC Rider #5)  
  
Should the terms of this contract entitle the Orchestra to participate in gross admission receipts or cover charges, the Purchaser agrees that in addition to Artist comps it will not issue more than thirty (30) complimentary tickets, or three percent (3%) of capacity, whichever is greater. A representative of the **Glenn Miller Orchestra** shall have access to the box office at all times throughout the day of engagement for purposes of verifying ticket sales. Purchaser will furnish Artist's representative with a signed box office statement at completion of engagement.
10. **MERCHANDISING:** Purchaser agrees to permit **Glenn Miller Orchestra** souvenir programs, CD's, DVD's, T-shirts and memorabilia to be sold throughout the engagement by salesmen provided by Artist without charge by the Purchaser. 20% commission paid to Buyer.
11. **COMPLIMENTARY TICKETS:** Eight (8) courtesy house seats will be made available at all performances for use by the Artist.
12. ~~**HOTEL ACCOMMODATIONS:** Purchaser at its own expense shall provide six (6) single rooms and seven (7) double rooms the night of the performance in a reasonable hotel as close to the venue and restaurants as possible. \$1,300.00 hotel room buyout.~~
13. ~~**FUEL SURCHARGE:** Due to increased travel expense, the Purchaser shall pay Artist \$150.00 at the venue either in cash or by separate check as partial reimbursement of its fuel costs. Fuel surcharge was not included in offer.~~
14. **INSURANCE:** Artist carries standard Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 Aggregate, Workers Compensation Insurance/Employers Liability, Automobile Liability insurance in the amount of \$1,000,000 for all Owned, Non-Owned & Hired Auto Vehicles and an Umbrella policy with \$2,000,000. Artist will provide a certificate of liability insurance if requested at least 30 days prior to the engagement. Any additional dollar amounts, or requests to be a named insured, will be at the sole expense of the Purchaser.
15. The Person signing this Agreement warrants that he / she is authorized to represent the Purchaser and has the authority and means to present Artist according to the terms herein. Any changes, deletions, additions to this Agreement and / or Rider, including any Purchaser Addenda or Riders shall not apply unless approved by Artist in writing. Should there be a conflict between Purchaser's Rider/Addenda and Artist's Agreement/Rider, Artist's Agreement/Rider shall apply.

**GLENN MILLER PRODUCTION, INC.**

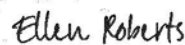
**COLLEGE OF DUPAGE**

By:

  
Date: 7/8/2022

DocuSigned by:

By:



9/1/2022

39086C7D8C3F429  
Ellen Roberts, VP of Administration, College of DuPage

Date:

# GLENN MILLER ORCHESTRA®

## Sound Requirements

**The following equipment shall be provided by Purchaser  
in accordance with Article #6 of the contract rider.**


- A. Theatres or theatre-sized indoor facilities:
1. Four vocal microphones across the front
  2. Five saxophone microphones
  3. Two trombone microphones
  4. Two trumpet microphones
  5. One piano microphone
  6. Two floor monitors for vocalists
  7. Sidefills (monitors) suggested, but not required
- B. Outdoor concerts or very large indoor facilities:
1. Four vocal microphones across the front
  2. Five saxophone microphones
  3. Two trombone microphones
  4. Two trumpet microphones
  5. One piano microphone
  6. One bass microphone or direct input
  7. Three drum microphones (overhead, kick and snare)
  8. Two floor monitors for vocalists
  9. Sidefills (monitors) strongly suggested (not required)

**Note:** Fourteen (14) total microphones and two (2) monitors for indoor jobs.

Eighteen (18) total microphones and at least two (2) monitors for outdoor jobs.

## The Miller Sound Lives Forever!

3208 W. Lake Mary Blvd., Suite 1720  
Lake Mary, Florida 32746  
Phone: (321) 441-9135  
[www.glennmillerorchestra.com](http://www.glennmillerorchestra.com)

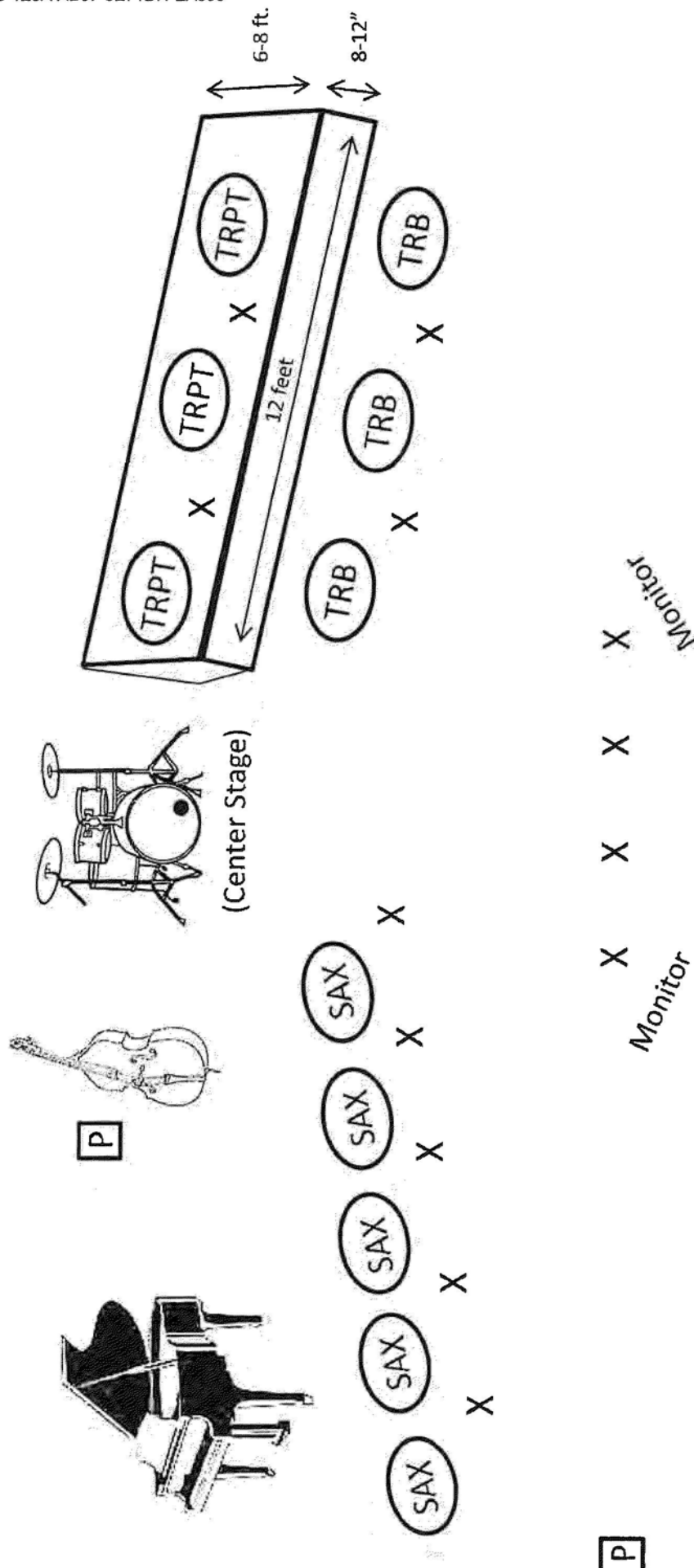
Please initial 



# The World Famous

GLENN MILLER ORCHESTRA

## STAGE PLOT – “V” FORMATION



Saxophones, trombones and piano shown on Stage Floor Level  
16 Chairs Required. X = Microphone positions

X = Microphone positions

Step needed stage left, off trumpet riser if over 12 inches high, both sides preferable.

Piano tuned with keys toward stage front positioned behind saxes.  
Piano lid needs to be opened approximately 8 inches (1/2 stick).

Access to 2 AC power sources.

Randomisation subject to stage size – to be discussed with road manager

Revised 17/12/70

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

This Rider, dated Monday, May 9, 2022, is hereby made a part of the attached contract/agreement between College of DuPage, McAninch Arts Center (herein known as PURCHASER) and Glenn Miller Productions, Inc (herein known as ARTIST).

**Relationship / Provisions**

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

**Payment**

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

**Insurance / Indemnity / Force Majeure / Cancellation**

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

**Choice of Law and Forum**

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

**Tech / Hospitality Rider**

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

#### **Ticketing**

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.
16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.
17. The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

#### **License / Permits**

18. ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.
19. PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).
20. PURCHASER confirms that it is the sole responsible authority for the venue.
21. ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

#### **Tobacco / Alcohol / Drug Clause**

22. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.
23. College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.
24. If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

#### **Sponsorship**

25. PURCHASER may secure sponsorship for this event. ARTIST sponsorship and recognition of sponsorship is subject to approval by PURCHASER.

#### **Merchandising / Concessions**

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.
- 26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

#### **Marketing / Public Relations / Programs**

27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to
- a. High resolution (300 dpi or higher) electronic photos
  - b. Press kit including bio, reviews, photos
  - c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.
28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.
29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

#### **Performance Radius**

30. Artist will not perform at other venues within 35-mile radius of McAninch Arts Center, 90 days (3 months) prior to and after performance.


#### **COVID-19 Protocol**

31. Per Section 4 of the Illinois Executive Order 2021-20 (COVID-19 Executive Order No. 87) dated August 26, 2021, it is understood that PURCHASER is part of an Institution of Higher Education and requires all employees, volunteers, and contractors to be fully vaccinated against COVID-19. ARTIST and any other individuals associated with ARTIST who will be present on-site during day of show or load-in/load-out must provide proof of vaccination against COVID-19 or a negative COVID test within 72 hours of arrival.

**COLLEGE OF DuPAGE**  
**McAninch Arts Center**

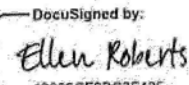
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist CHARLES DESTEFANO  
or Artist Representative

Date: 05/09/22

Date: 7/8/2022

DocuSigned by:  
By:   
40066CE0B/C3E425  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

Date: 9/1/2022

**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>
Education Coordinator – Janey Sarther	630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/22/2022

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

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

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. 750 Third Ave  New York NY 10017	<b>CONTACT NAME:</b> Jennifer DSG Brown <b>PHONE (A/C, No, Ext):</b> (212) 297-1445 <b>E-MAIL ADDRESS:</b> jabrown@risk-strategies.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 20281
<b>INSURED</b> Glenn Miller Productions, Inc. Attn: Charles De Stefano 3208 W. Lake Mary Blvd, Suite 1720 Lake Mary FL 32746		

**COVERAGES** **CERTIFICATE NUMBER:** CL224165896 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			79941197	03/22/2022	03/22/2023	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 \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			79941193	03/22/2022	03/22/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	79941195	03/22/2022	03/22/2023	<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

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

Evidence Only

**CERTIFICATE HOLDER****CANCELLATION**

College of Dupage McAninch Arts Center

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Endorsement**

<i>Policy Period</i>	MARCH 22, 2022 TO MARCH 22, 2023
<i>Effective Date</i>	MARCH 22, 2022
<i>Policy Number</i>	7994-11-97
<i>Insured</i>	GLENN MILLER PRODUCTIONS INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 7, 2022

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Who Is An Insured, the following provision is added.

**Who Is An Insured****Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
  - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

WHERE REQUIRED BY WRITTEN CONTRACT

All other terms and conditions remain unchanged.

Authorized Representative



**From:** [Brown, Jennifer A.](#)  
**To:** [Junokas, Molly](#)  
**Cc:** [Charles DeStefano](#)  
**Subject:** RE: [External] Glenn Miller Productions\_ Evidence of Insurance Certificate  
**Date:** Friday, July 22, 2022 10:16:14 AM  
**Attachments:** [Additional Insured Endorsement.pdf](#)

---

Hi Molly,

Chubb does not use ISO Endorsements, they use their own Additional Insured Endorsements that is file and approved by the state. I have attached a copy for your reference.

Jennifer Brown

**Jennifer A. Brown | Senior Vice President**  
p 212-297-1445 | [jabrown@risk-strategies.com](mailto:jabrown@risk-strategies.com)

---

**From:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Sent:** Friday, July 22, 2022 10:05 AM  
**To:** Brown, Jennifer A. <[jabrown@risk-strategies.com](mailto:jabrown@risk-strategies.com)>  
**Cc:** Charles DeStefano <[charles@glennmillerorchestra.com](mailto:charles@glennmillerorchestra.com)>  
**Subject:** [EXT] RE: [External] Glenn Miller Productions\_ Evidence of Insurance Certificate

**CAUTION: This email originated outside of the Company network. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

---

Thank you very much for the COI, Jennifer.

Our College also requests an Endorsement Page to accompany the COI. I have attached an example for reference. Would it be possible to also share this piece? Please let me know if you have any concerns.

All the best,

**Molly Junokas**

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

---

**From:** Brown, Jennifer A. <[jabrown@risk-strategies.com](mailto:jabrown@risk-strategies.com)>  
**Sent:** Friday, July 22, 2022 8:45 AM  
**To:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Cc:** Charles DeStefano <[charles@glennmillerorchestra.com](mailto:charles@glennmillerorchestra.com)>  
**Subject:** [External] Glenn Miller Productions\_ Evidence of Insurance Certificate

---

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.

Good Morning,

On behalf of Glenn Miller Productions attached is Evidence of Insurance Certificate evidencing Proof of Insurance for their current policy term March 22, 2022 to March 22, 2023 for your files.

Should you have any questions, please call me.

Jennifer Brown

**Jennifer A. Brown**

Senior Vice President | Entertainment

**Risk Strategies Company | DeWitt Stern**

p 212-297-1445

[jabrown@risk-strategies.com](mailto:jabrown@risk-strategies.com)

750 Third Avenue, Suite 1500 | New York, NY 10017

[Riskstrategies.com/learnmore](http://Riskstrategies.com/learnmore)

The information contained in this electronic message and any attachments hereto are intended for the exclusive use of the addressee(s) and may contain confidential, proprietary and/or privileged information. If you are not the intended recipient please notify the sender immediately, do not copy or disclose the information to anyone and destroy all copies of this message and any attachments. You may not rely on e-mail communication to report a claim or to give us instructions to place, bind, change or terminate coverage unless we have subsequently confirmed to you in writing that we have received your message and will be taking the action you requested.

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

---

**Check Request - Glenn Miller Productions**

---

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

Fri, Apr 28, 2023 at 04:10 PM UTC

CC:

BCC:

Good morning,

Please process the attached check request for Glenn Miller Productions. This is the final payment for Glenn Miller Orchestra's performance at the MAC on 05/14/23.

**NOTE: Ellen McGowan to pick up check on 05/12/23.**

Thank you,

**Molly Junokas**

McAninch Arts Center, College of DuPage

630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)

---

**1 attachment**

Glenn Miller Productions Inc Inv TR23-GMILLERBAL 8800.00 Glenn Miller Final 05-14-23.pdf