

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1402169

Vendor Name: Glenn Miller Productions, Inc.

Invoice Number: B359565

Invoice Date: 08/17/18

PO Number: B0359565

Check Number: E0068638

Check Amount: \$ 4,750.00

Check Date: 08/08/2018

Department ID: 11601

Reviewer Name:

Voucher Number: V0522553

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

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From: junokasm@cod.edu  
Sent: Tue Aug 07 09:54:27 CDT 2018  
To: junokasm@cod.edu, invoicing@cod.edu  
CC:  
Subject: Scanned from a Xerox Multifunction Device  
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Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Device.  
Attachment File Type: pdf, Multi-Page Multifunction Printer Location: AR201WC7835 Device Name:  
PRN303

[attachment: Scanned from a Xerox Multifunction Printer.pdf]

# PAYABLES BLANKET ORDER REQUEST FOR PAYMENT

8/6/2018 17:18

E-MAILED AUG 07 2018

Payment Date 8/17/2018

Blanket Order # 359565

Line # Line 1 Only

Payment Amount \$ 4,750.00

Vendor # 1402169

Vendor Name Glenn Miller Productions Inc

Documents Attached Contract

Account # 05-60-11601-5309001

MAC Code (for MAC use only)

60 Artist Fee TR19 GLENMILL

DESCRIPTION

**AP VERIFIED**

DEPOSIT

**08/07/18 - MARIA ZERRUDO**

Authorized Signature

*Ellen McGowan*

Date

*8/6/18*

Please hold check for pickup by  
Ellen McGowan (x3009).

Need by:

*8/17/18*

Thank you!



### CONTRACT APPROVAL COVER SHEET

Contract Name: Phoenix Talent Agency, Inc/Glenn Miller Orchestra Performance Contract

Requesting Department: The MAC Date Initiated: \_\_\_\_\_

Contact Name: Diana Martinez/Ellen McGowan Phone: 3007/3009

Email Address: martinezd59@cod.edu/mcgowan@cod.edu

Vendor Name: Glenn Miller Productions, Inc Phone: 321-441-9139

Vendor Contact: Greg Parnell Email: \_\_\_\_\_

Total Contract: \$ 9500.00 (plus \$1300 hotel buyout) Contract Dates: Start: 04/07/19

FY Budget \$ 10,800.00 End: 04/07/19

Vendor 1: Name N/A - Sole Source Quote: \$ \_\_\_\_\_

Vendor 2: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Vendor 3: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Contract Purpose: Artist Glenn Miller Orchestra to perform at the MAC on 04/07/19. Artist is a Sole Source. Only Glenn Miller Orchestra can provide service.

Contract Type: ☐ Independent Contractor ☐ Service Agreement ☐ Lease  
☐ Construction ☒ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☒ Yes ☐ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☒ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

Print

Sign

Requester: Ellen McGowan

Budget Mgr.: Ellen McGowan

Dept. Adm.: Diana Martinez

Ellen McGowan

Ellen McGowan

Diana Martinez

Submit to Purchasing in Berg Instructional Center (BIC), Room 1540 or email to [purchasing@cod.edu](mailto:purchasing@cod.edu).

Purchasing Dept. Use Only

Comments OK

Approval Initials DM 4-26-18

## CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature.

Submit the contract, along with this form and all required support documents as outlined below, to Purchasing in the Berg Instructional Center (BIC), Room 1540 or via email at [purchasing@cod.edu](mailto:purchasing@cod.edu). Purchasing will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation:

- ☐ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☐ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☐ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes.
- ☐ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☒ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.
- ☒ 6. If vendor will be providing a service on campus a Certificate of Insurance is required. For additional information contact Risk Manager.

*COI will be forwarded to purchasing when received from Agency.*

Upon signature, the original contract will be returned to the requester. It is the responsibility of the requester to forward all fully executed contracts/agreements, no matter the dollar amount, to the Purchasing Department by emailing to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu) for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s). Once fully executed, requester will scan a copy of the complete contract and email to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu).

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.

**In order to process payment for this engagement, the  
College of DuPage requires:**

✓1.) W9, dated 2018, for deposit recipient:

not needed - Glenn Miller Productions, Inc is  
already an established vendor

✓2.) W9, dated 2018, for balance recipient:

(same as above)

3.) Certificate of Insurance for date of performance, including endorsement page. Please  
see attached "Contractor's Liability Insurance Addendum" for more details.

Please forward these documents **as soon as possible**.  
Without them, we cannot process payment.

**Thank you!**

Ellen McGowan  
Business Manager  
[mcgowan@cod.edu](mailto:mcgowan@cod.edu)  
630-942-3009

Molly Junokas  
Assistant Business Manager  
[junokasm@cod.edu](mailto:junokasm@cod.edu)  
630-942-3042

# PHOENIX TALENT AGENCY, INC.

3208 West Lake Mary Boulevard, Suite 1720 Lake Mary, Florida 32746 (321) 441-9139  
www.phoenixtalentagency.com

**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 12TH DAY OF SEPTEMBER 2017 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 on the reverse side hereof, which are incorporated herein and made a part of this agreement.

Name of event venue: McAninch Arts Center - College of DuPage - Belushi Performance Hall  
Address of venue: 425 Fawell Blvd. Glen Ellyn, IL 60137  
Date(s) of employment: Sunday, April 7, 2019  
Hours of employment: 3:00PM - 5:00PM WITH APPROPRIATE INTERMISSION  
Type of performance: Concert  
Price: Nine Thousand, Five Hundred (\$9,500.00) Dollars  
Special Conditions: Artist agrees not to appear for any public or publicized performances within 35 road miles of Glen Ellyn, IL 90 days prior to and 90 days after performance date. Purchaser shall also provide \$1,300.00 hotel room buyout. Ground transportation from airport and hotel to and from venue.

Payment of non-refundable deposit of Four Thousand, Seven Hundred and Fifty (\$4,750.00) Dollars shall be made by the Purchaser to Glenn Miller Productions, Inc. on or before August 1, 2018. 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 college check or bank draft drawn to the order of Glenn Miller Productions, Inc.

ACH PAYMENT,  
See MAC RIDER  
#5

**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.

This agreement constitutes the entire agreement between the parties, cannot be changed orally and shall be interpreted in accordance with the laws of the State of New York. 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

COLLEGE OF DUPAGE

By: \_\_\_\_\_

By: Brian W. Caputo  
Brian Caputo, VP of Administration, College of Dupage

Owned 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

ADDRESS: 425 Fawell Blvd.  
Glen Ellyn, IL 60137  
CONTACT: Diana Martinez  
PHONE: 630-942-3007  
EMAIL: martinezd59@cod.edu

DEPOSIT RECEIVED:

AGENT: Greg Parnell

AMOUNT: \_\_\_\_\_ DATE: \_\_\_\_\_



**THE FOLLOWING TERMS AND PROVISIONS ARE INCORPORATED  
IN THE AGREEMENT ON THE OBVERSE SIDE HEREOF:**

The Artist agrees to plan, assemble and furnish the orchestra and accompanying personnel, if any, described on the obverse side, 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.

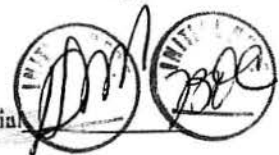
Each party hereby agrees to indemnify the other party, and their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage, cost or expense, including reasonable attorney's fees incurred or suffered by the other party as a result of 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)

July 2017

Please initial



# GLENN MILLER ORCHESTRA®

THIS RIDER FORMS PART OF THE ANNEXED AGREEMENT DATED Tuesday, September 12, 2017

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.

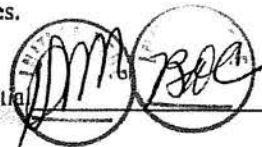
3. **NO RECORDING:** Unless approved by the Artist, the Purchaser shall not:
- A. schedule leader or members of the Orchestra for television or radio appearances;
  - B. permit any portion of the performance rendered hereunder to be broadcast, photographed, recorded, filmed, taped, or embodied in any 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,
6. **SOUND:** The Artist will provide and use its own sound system for the engagement unless said system is inoperative, inadequate, or unavailable. If so advised by the Artist, the Purchaser shall provide same at its own expense in accordance with the sound equipment schedule attached hereto.

Please note that the Artist's sound system may not be adequate for large outdoor venues.

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.
8. **HOSPITALITY:** Purchaser agrees to provide Orchestra personnel (20 people) 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 certified check or bank draft drawn to the order of Glenn Miller Productions, Inc. *COLLEGE ACH PAYMENT 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. Purchaser shall provide 2 tables for Orchestra's use.
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.~~
13. **FUEL SURCHARGE:** ~~Due to increased bus operating expenses, the Purchaser shall pay Artist \$100.00 per bus per day either in cash or by separate check as partial reimbursement of its fuel costs.~~
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 \$5,000,000. 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 PRODUCTIONS, INC.**

**COLLEGE OF DUPAGE**

By: \_\_\_\_\_

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

By: *Brain N. Caputo*

**Brain Caputo, VP of Administration, College of Dupage**

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

# GLENN MILLER ORCHESTRA®

## Sound Requirements

The following equipment to be provided by Purchaser *only* if so advised by Artist 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.

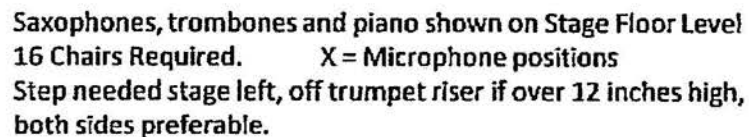
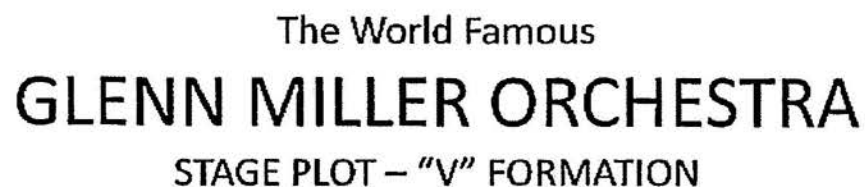
Eighteen (18) total microphones and at least two (2) monitors for outdoor jobs.

## 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





**P**

Revised 4/05/16



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

This Rider, dated **Wednesday, April 25, 2018**, 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.
4. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 5a. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 5b. 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. College of DuPage will only accept electronic invoices, which can be in any format. Invoices must reference the COD Purchase Order Number. Invoices are to be e-mailed to [invoicing@cod.edu](mailto:invoicing@cod.edu). All payments are processed by check monthly or via ACH transfer on a bi-weekly basis.

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

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 (see attached "Contractor's Liability Insurance Addendum" for more details).
9. The PURCHASER shall not be responsible for any items heretofore mentioned when prevented from doing so due to sickness, riots, strikes, epidemics, Acts of God, or any other legitimate conditions beyond the control of the PURCHASER. If such acts or conditions occur, the PURCHASER is not liable for any direct or consequential damages that the ARTIST, his/her group or Representative might suffer. ARTIST and ARTIST'S representative will make every attempt to reschedule any cancelled date.
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, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, 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. The PURCHASER shall receive 20% of the gross of all souvenir sales as a concession fee, payable in cash, upon the completion of sales. If PURCHASER provides seller, the concession fee shall be 30% of the gross sales. 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**

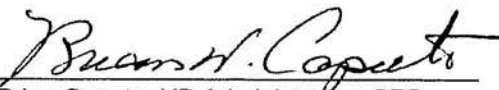
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By: \_\_\_\_\_  
Glenn Miller Productions, Inc. or  
Artist Representative

Date: 04/25/18

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

By:   
Brian Caputo, VP Administration CFO  
College of DuPage

Date: 4/27/18

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**McAninch Arts Center**  
**Contact Information**

Director - Diana Martinez	630-942-3007, martinezd59@cod.edu
Contracts/ Payment – Ellen McGowan	630-942-3009, mcgowan@cod.edu
Marketing Coordinator – Roland Raffel	630-942-2263, raffel@cod.edu
Box Office - Julie Elges	630-942-3017, elgesj@cod.edu
Production Advance – Joe Hopper	630-942-2913, hopper@cod.edu
Technical Advance - Bob Murr	630-942-4215, murrro@cod.edu
Education Coordinator – Janey Sarther	630-942-4525, sarther@cod.edu
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	atthamac.org



## CONTRACTOR' S LIABILITY INSURANCE ADDENDUM

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. **An endorsement page showing coverage must accompany the certificate of insurance.** The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

### TYPE OF INSURANCE

### MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

#### **Commercial General Liability including:**

- |   |                           |
|---|---------------------------|
| 1. Premises – Operations                      | \$1,000,000 / \$2,000,000 |
| 2. Explosion, Underground and Collapse Hazard |                           |
| 3. Products/Completed Operations              |                           |
| 4. Contractual Insurance                      |                           |
| 5. Broad Form Property Damage                 |                           |
| 6. Independent Contractors                    |                           |
| 7. Bodily Injury                              |                           |

#### **Automobile Liability**

Owned, Non-owned, or Rented	\$1,000,000 / \$2,000,000
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<b>Workers' Compensation and Employers' Liability</b>	<b>As Required by Applicable Laws.</b>
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<b>Professional Liability</b>	<b>If Performance Specifications are Required by the Contract</b>
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### HOLDER NAME & ADDRESS

College of DuPage  
425 Fawell Blvd  
Glen Ellyn, IL 60137

