

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1448625
Vendor Name: Concord Theatricals Corp
Invoice Number: B0373446
Invoice Date: 04/22/21
PO Number: B0373446
Check Number: 0279388
Check Amount: \$ 3,080.80
Check Date: 04/26/2021
Department ID: 12271
Reviewer Name:
Voucher Number: V0673074
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

From: Zerrudo, Maria <zerrudom@cod.edu>
Sent: Thu Apr 22 14:02:10 CDT 2021
To: invoicing@cod.edu
CC:
Subject:

Marivic Zerrudo

Accounts Payable Team Leader

College of DuPage

425 Fawell Blvd | SRC 2132 | Glen Ellyn, IL 60137-6599

phone 630-942-2601 | zerrudom@cod.edu

[attachment: Default (003).pdf]

From: Zerrudo, Maria <zerrudom@cod.edu>
Sent: Thu Apr 22 13:34:09 CDT 2021
To: invoicing@cod.edu
CC:
Subject: FW: Attached Document

From: Zerrudo, Maria
Sent: Thursday, April 22, 2021 1:20 PM
To: Invoicing <invoicing@cod.edu>
Subject: Attached Document

[attachment: Default.PDF]

From: Accounts Payable <acctpay@cod.edu>
Sent: Thu Apr 22 12:44:02 CDT 2021
To: invoicing@cod.edu
CC:
Subject: FW: Manual Payment Approval Concord Theatricals

From: McGowan, Ellen <mcgowan@cod.edu>
Sent: Thursday, April 22, 2021 12:23 PM
To: Humphrey, Vera <humphreyv@cod.edu>
Cc: Accounts Payable <acctpay@cod.edu>
Subject: Manual Payment Approval Concord Theatricals

Hi Vera,
Please have Ellen R approve the attached for payment asap.

Payables can mail the check.

Thank you.

Ellen McGowan
Business Manager
McAninch Arts Center
College of DuPage
425 Fawell Boulevard
Glen Ellyn, IL 60137
Phone 630.942.3009
Fax 630.942.3002

[attachment: Concord Theatricals CT Charlie Brown 3080.80 04-22-21.pdf]

Bill To:**College of DuPage**

College of DuPage Accounts Payable
425 Fawell Blvd.
Glen Ellyn, IL 60137

Accounts Payable, SRC2049
Phone: 630-942-2228
Fax: 630-858-9078

Vendor:

1448625
Concord Theatricals Corp
235 Park Ave South 5th Floor
New York, NY 10003

Attn: Alyssia McMorris

Phone: 866-598-8449

Fax:

Check Enclosed Requested by Ellen McGowan -
She will handle coordination directly with A/P
4/22/21 amd

PURCHASE ORDER

373446

Page: 1

Release Method: n/a

Release Date: n/a

Created Date: 04/22/2021

Ship To:

BLANKET PO
425 Fawell Blvd.
Glen Ellyn, IL 60137

Purchasing, Manager

Phone: 630-942-2378

Deliver To: Ellen MCGowan, MAC201

AP VERIFIED

04/22/21 - MARIA ZERRUDO

PO Created By: Dando, Anne Marie

Purchase Order Comments:

QUOTE #: 1169518

Contract Dates 7/29/21 thru 8/8/21

Requisition Number(s): 684764

Requisitioner Name(s): Ellen McGowan

#	Vendor Item	QTY	UOM	Description	Unit Price	Total Price
1		1	Each	EX Play Licensing Fee, College Theater, Charlie Brown, agreement and quote attached	\$3,080.80	\$3,080.80

Deliver To: Ellen MCGowan, MAC201

Sub Total: \$ 3,080.80

Total: \$ 3,080.80

Account Code Summary

Account Code	Account Description	Amount
01-30-12271-5309004		\$3,080.80

Terms and Conditions:

1. F.O.B. DESTINATION unless otherwise indicated under Purchase Order Comments.
2. College of DuPage will only accept electronic invoices, which can be in any format, including but not limited to PDF, Word, Excel. Invoices must reference the COD Purchase Order Number. Invoices are to be emailed payment status or other inquiries, please email acctpay@cod.edu or call 630-942-2228
3. All payments are processed via ACH transfer on a weekly basis. You are strongly encouraged to send a receipt of this PO to avoid unnecessary payment delays. A letter will be sent to you upon receipt of this PO to avoid unnecessary payment delays. A letter will be sent to you upon receipt of this PO to avoid unnecessary payment delays. Invoices must be received in an electronic format at least three weeks prior to the due date and are to be emailed to invoicing@cod.edu. Paper checks are issued once-a-month. A paper check will be issued to foreign vendors that are not eligible for ACH transfer.
4. All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices to the Contractor, in accordance with the Local Government Prompt Payment Act.
5. All solicitations must be directed to the Purchasing Department. Any vendor selling directly to any faculty or staff member, without prior authorization from the Purchasing Department will be removed from our vendor list.
6. College of DuPage is exempt from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax. The College's Tax Exemption Identification Number is E9997-3391-06.
7. If unable to ship and/or deliver as required, advise the Purchasing Department immediately with full details at 630-942-2217.
8. All packages shall clearly indicate the purchase order number and contain a packing list of all contents with itemized descriptions.
9. All shipments are accepted subject to inspection and approval by College of DuPage.
10. Any company/organization to be awarded a contract for goods and/or services must be in compliance with the fair employment practice act and all rules & regulations thereunder.
11. Suppliers are required to comply with executive orders 11246, 11375, The Rehabilitation Act of 1973, and the Vietnam Readjustment Act of 1974.

**PAYABLES: PLEASE
MAIL CHECK ASAP.**

Bill To:**College of DuPage**

College of DuPage Accounts Payable
425 Fawell Blvd.
Glen Ellyn, IL 60137

Accounts Payable, SRC2049
Phone: 630-942-2228
Fax: 630-858-9078

12. All contracts for construction work are subject to the provisions of 820 ILCS 130, ch. 48, Par. 39s-1 through 39s-12, providing for payment of the prevailing rate of wages to laborers, workmen & mechanics. Contractor shall submit to the College, monthly certified payroll records for all workers and sub-contractors utilized for the project.

PURCHASE ORDER

373446

Page: 2**Release Method:** n/a**Release Date:** n/a**Created Date:** 04/22/2021

CONTRACT APPROVAL COVER SHEET

Contract Name: Concord Theatricals - Charlie Brown Musical

Requesting Department: The MAC Date Initiated: 04/01/2021

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

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

Vendor Name: Concord Theatricals Corp Phone: 212-541-4684

Vendor Contact: Rebecca Schlossberg Email: collegiate@concordtheatricals.com

Total Contract: \$ 3080.80 Contract Dates: Start: 07/29/21

FY Budget \$ 3080.80 End: 08/08/21

Vendor 1: Name Sole Source-Only vendor of Musical Performance Rights Quote: \$

Vendor 2: Name Quote: \$

Vendor 3: Name Quote: \$

Contract Purpose College Theatre is producing "You're a Good Man, Charlie Brown" for Summer 2021. Performance rights for scripts and live streaming must be paid as soon as possible to acquire the materials for auditions and rehearsals, which start in May 2021.

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

APPROVED
By Ellen McGowan at 4:10 pm, Apr 05, 2021

APPROVED
By Ellen McGowan at 4:11 pm, Apr 05, 2021

Diana Martinez

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

Purchasing Dept. Use Only

Comments

Approval Initials **REVIEWED**
By Lisa Erl at 12:34 pm, Apr 08, 2021

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. 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.

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 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.

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



CONCORD
THEATRICALS

RH || **SF** || **Tams**

CT Rep: **Rebecca Schlossberg**
Request #: 415802
Acct #: 101-009-103303

QUOTE #: 1169518

DUE DATE*: 7/15/2021

QUOTE DATE: 03/29/2021

**No auditions, casting, rehearsals, advertising, publicity, or performance of the Property may commence unless and until all monies owing to Concord Theatricals as set forth in your Agreement are paid in full.*

Producing Organization: College Of DuPage

Title: "You're A Good Man, Charlie Brown (Revised)"

Performance Dates: 07/29/2021 – 08/08/2021

Licensing Agreement Number: 415802

BILL TO:	
College Of DuPage ACCT #: 101-009-103303 425 Fawell Blvd Accounts Payable Glen Ellyn, IL, 60137 United States	PO #:

FEES DUE:

Type	Category	Description	Fee
Rental	Rental Fee		\$755.8
Shipping Fee	Shipping Fee		\$125
Amateur	Performance Fee - Full Minimum Payment		\$2200

TOTAL	\$3080.80
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Payment Options:

We accept ACH payments (e-Check), standard checks, and money orders to pay for licensing fees. Licensing Fees must be in USD. Please note that wire transfers are subject to a \$35 USD fee – include this fee in your initial transfer. If necessary, we also accept Visa, MasterCard, American Express, and Discover.

To pay with a check or money order, mail with a copy of the quote to:

Concord Theatricals Corp, 250 W. 57th Street, 6th Floor, New York, NY 10107. Checks sent by standard mail take three (3) weeks to be received and processed; to ensure your payment is received on time, please send well in advance of the noted due date.

If you have any questions, please contact our licensing department at (866) 979-0447. If you decide that you do not want to go forward with your production, please notify your Licensing Representative immediately via email.

Once your payment is received, your production will be listed on the Concord Theatricals NOW PLAYING map. This online production locator is a popular tool for theatre lovers across the world and can be found at www.concordtheatricals.com/now-playing.

Samuel French scripts/librettos are not included, unless otherwise noted. They must be purchased separately. No music materials will be shipped to the customer until the fees above, and any additional quotes/invoices, are paid in full.



CONCORD
THEATRICALS

Toll Free: (866) 979-0447
concordtheatricals.com

250 West 57th Street
Sixth Floor
New York, NY 10107

TAMS-WITMARK

MUSICAL AGREEMENT

CT Rep: Rebecca Schlossberg
Request #: 415802
Acct #: 101-009-103303

03/29/2021

Dear Ellen,

Thank you for your interest in producing a Tams-Witmark musical!

Please note, this agreement is *not* a license to perform until the contract is countersigned and payment is received as specified herein. Fees must be fully paid, processed, and acknowledged in accordance with the terms of this Agreement before you may audition, cast, rehearse, advertise, publicize or perform. If full payment of the accompanying invoice has not been received **within 90 days** of the date of this agreement, this agreement shall be cancelled. If you have any questions, please contact our licensing department at (866) 979-0447.

Please read the following document carefully as it explains the necessary procedures for production of this Tams-Witmark musical, represented by Concord Theatricals. The document includes:

1. Performance Agreement & Fees
2. Rental Material Information
3. Additional Material Order Form
4. Terms and Conditions
5. Licensing Checklist

If you decide that you do not want to go forward with your production, please notify your Licensing Representative immediately.

Once your payment is received, your production will be listed on the Concord Theatricals NOW PLAYING map. This online production locator is a popular tool for theatre lovers across the world and can be found at www.concordtheatricals.com/now-playing.

Note: Please review your rental package details to determine whether scripts/librettos are included in the rental package. If scripts/librettos are not included, they must be purchased separately. To purchase scripts/librettos for your production, visit www.concordtheatricals.com.

Best wishes for a successful production of this Tams-Witmark musical!

Rebecca Schlossberg
Concord Theatricals Licensing Department
collegiate@concordtheatricals.com



Toll Free: (866) 979-0447
concordtheatricals.com

250 West 57th Street
6th Floor
New York, NY 10107-0102

TAMS-WITMARK

MUSICAL AGREEMENT

CT Rep: **Rebecca Schlossberg**
Request #: 415802
Acct #: 101-009-103303

PERFORMANCE AGREEMENT & FEES (NON-EQUITY MUSICAL)

In order to protect both our authors' rights and our producers' interests we have adopted a policy to void performance licenses that have not been paid in full within ninety (90) days from the date this Performance Agreement was issued. If full payment of this performance license fee, as set forth in the agreement below, or any other unpaid invoice for performance licenses or materials has not been received within ninety (90) days from the date this Performance Agreement was issued (or two (2) weeks prior to your first performance date, if earlier), this agreement shall be cancelled. On behalf of our authors, we thank you for your cooperation. If you have any questions, please contact our licensing department at (866) 979-0447.

Your Performance Agreement was drawn up based on the information from the application that you submitted. If there is a discrepancy, or if a change is required, we must be notified in writing, via email, as soon as possible. Failure to inform us of any change may constitute a violation of your Agreement. If you have any questions, please contact our licensing department at (866) 979-0447.

PERFORMANCE AGREEMENT

Dated as of **03/29/2021** (the "Effective Date")

This Performance Agreement ("Agreement") is entered into as of the Effective Date by and between Concord Theatricals Corp., 250 W. 57th Street, 6th Floor, New York, NY 10107-0102 ("Licensor"), an affiliate of Tams-Witmark LLC, and **College Of DuPage** ("Licensee" or "you"):

Producing Organization Details:

[Customer #] **101-009-103303**
[Address] **425 Fawell Blvd**
[City] **Glen Ellyn**
[State] **IL**
[ZIP] **60137**
[Country] **United States**
[Website]

Applicant / Contact:

[Contact] **Ellen McGowan**
[Email] **mcgowan@cod.edu**
[Phone] **630-942-3009**

regarding Licensee's amateur production of the following Musical (the "Property"):

"You're A Good Man, Charlie Brown (Revised)"

By ("Author(s)"):

Clark Gesner, Michael Mayer, Andrew Lippa, Charles M. Schulz

Licensee shall present the Property in accordance with the following details:

Venue: **Belushi Performance Hall**
College of DuPage, 425 Fawell Blvd
Glen Ellyn, IL, 60137
Total Number of Seats Per Performance: **70**
Expected Attendance Per Performance: **25**

Tams

A Concord Theatricals Company

Toll Free: (866) 979-0447
concordtheatricals.com

250 West 57th Street
6th Floor
New York, NY 10107-0102

TAMS-WITMARK

MUSICAL AGREEMENT

CT Rep: **Rebecca Schlossberg**
Request #: 415802
Acct #: 101-009-103303

Ticket Prices from: **\$8 to \$16.**

Performance Dates: **07/29/2021 – 08/08/2021** for a total of **8** performances.

Restrictions:

The total period during which Licensee is authorized to present its production, including the Performance Dates given above and any additional performances that may be available under the Option set forth above (if applicable), is referred to as the "Production Dates."

Tams

A Concord Theatricals Company

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concordtheatricals.com

250 West 57th Street
6th Floor
New York, NY 10107-0102

TAMS-WITMARK

MUSICAL AGREEMENT

CT Rep: Rebecca Schlossberg
Request #: 415802
Acct #: 101-009-103303

FEES

The following fees will be charged for this production:

Type	Category	Description	Fee
Rental	Rental Fee		\$755.8
Shipping Fee	Shipping Fee		\$125
Amateur	Performance Fee - Full Minimum Payment		\$2200

Review your rental package details to determine whether scripts/librettos are included in the rental package. If scripts/librettos are not included, they must be purchased separately at concordtheatricals.com

You have selected the **Full Package** of rental materials.

TOTAL	\$3080.80
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You have selected to receive the **Full Package** of rental materials. The rental fees, including shipping and taxes (if applicable), as outlined above correspond to your selection.

Rental Fee: Licensee agrees to pay Licensor the rental fee listed above for the use of material(s) as described in Section 4 of this Agreement ("Rental Materials") by Licensee in connection with the production of the Property under this Agreement, as well as any shipping fees or taxes outlined above.

Total fees (as detailed above) are due in full within ninety (90) days of the Effective Date of this Agreement. **No Rental Materials will be shipped to Licensee until the fees above are paid in full.** Any and all payments under this Agreement shall be made in U.S. dollars. Exchange rate has been taken into account for our customers outside the U.S. All checks must be made in U.S. funds and drawn from a U.S. bank. **If paying by wire transfer, you must include a wire transfer fee of \$35 USD.**

A PO does not constitute payment. Until check, credit card, or ACH payment is received you do not have license to perform or advertise the show.

Tams

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concordtheatricals.com

250 West 57th Street
6th Floor
New York, NY 10107-0102

TAMS-WITMARK

MUSICAL AGREEMENT

CT Rep: **Rebecca Schlossberg**
Request #: 415802
Acct #: 101-009-103303

A copy of the invoice has been emailed to you separately, and *must* accompany all check payments. Checks sent by standard mail take three (3) weeks to be received and processed; to ensure your payment is received on time, please send well in advance of the noted due date. Checks must be sent to the address as indicated on the invoice.

RENTAL MATERIAL INFORMATION

RECEIVING YOUR RENTAL MATERIALS

No Rental Materials will be shipped until payment is received in full (including performance license fees, rental fees, and any shipping fees and taxes). Rental Materials will not be shipped on partial payment.

Your Requested Delivery Date:
03/29/2021

- If payment is received on or before 2 weeks from the above date, Rental Materials will be shipped to arrive as requested.
- If payment is received later than 2 weeks from the above date, delivery cannot be guaranteed earlier than 2 weeks from date of full payment.
- If you have fully paid and would like to receive your Rental Materials earlier than the above date, email your Licensing Representative.

Your Rental Package: 1 Piano-Conductor

8 Libretto-Vocal

1 Reed 1

1 Violin/Viola

1 Percussion 1 & 2

1 Bass

Optional Performance Tracks

Optional Rehearsal Tracks

A full score is available for this title for an additional fee. Please contact your licensing representative for additional information.

Tams

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concordtheatricals.com

250 West 57th Street
6th Floor
New York, NY 10107-0102

TAMS-WITMARK

MUSICAL AGREEMENT

CT Rep: Rebecca Schlossberg
Request #: 415802
Acct #: 101-009-103303

Optional Performance Tracks:

Performance Tracks are available through https://themtpit.com/shows/ target=_blank MT Pit at an additional fee. Interested licensees should reach out to MT Pit directly to secure Performance Tracks.

Your materials will automatically ship to the following address:

Ellen McGowan

425 Fawell Blvd
Glen Ellyn, IL, 60137
630-942-3009

If you would like your materials to be sent to a different address, email your Licensing Representative. Please make sure that materials are shipping to a valid street address. Rental materials will be shipped out via FedEx or UPS and cannot be delivered to a P.O. Box.

USING YOUR RENTAL MATERIALS

You may write in, highlight, and mark up your Rental Materials. All Rental Materials must be returned but markings do not need to be erased.

NOTE: any copying (including physical copying, scanning and/or uploading) of the Rental Materials and script is not allowed and is a violation of international copyright law.

ORDERING ADDITIONAL MATERIALS

You may only order additional copies of materials in your selected Rental Package. We do not provide custom packages. If you would like to order additional materials, email your Licensing Representative. Pricing below:

ITEM	PRICE
Orchestra Parts	\$20 per book
Piano/Conductor Score (or Piano/Vocal, if no P/C is available)	\$50 per book
Oversized Piano/Conductor Score or Full Score	\$125 (plus \$20 per book if score is more than 2 books)
Libretto/Vocal Books, Vocal Books or Librettos	\$12 per book

(NOTE: If the Rental Materials description doesn't include vocal/chorus books or a specific orchestra part, then those books/parts are not available for the Property.)

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TAMS-WITMARK

MUSICAL AGREEMENT

CT Rep: **Rebecca Schlossberg**
Request #: 415802
Acct #: 101-009-103303

RETURNING YOUR RENTAL MATERIALS

Once your production has ended, please return your Rental Materials to:

Concord Theatricals
c/o Midwest Fiber
422 South White Oak Road
Normal, IL 61761

You will receive an email on or before your final performance date with additional information about returning your Rental Materials.

All Rental Materials must be returned within thirty (30) days of your final performance date. Additional charges will be incurred for Rental Materials returned to the wrong address.

CONTACTING YOUR LICENSING REPRESENTATIVE

Rebecca Schlossberg
collegiate@concordtheatricals.com

Tams

A Concord Theatricals Company

Toll Free: (866) 979-0447
concordtheatricals.com

250 West 57th Street
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New York, NY 10107-0102

TAMS-WITMARK

MUSICAL AGREEMENT

CT Rep: Rebecca Schlossberg
Request #: 415802
Acct #: 101-009-103303

TERMS AND CONDITIONS

1. Grant. Licensor grants Licensee the non-exclusive and non-transferable right to present a live stage production with living actors appearing in the immediate presence of an in-person audience of the Property at the Venue and during the Production Dates stipulated above and on the other terms and conditions set forth in this Agreement. Said rights are valid only through the final performance date as indicated above. No change by Licensee in the production dates, the number of performances, the number of seats per performance, the ticket prices, and/or any other particulars of this Agreement shall be made without the prior written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion. Licensor has the right to revoke this Agreement if Licensee fails to secure such consent and/or if Licensee is in breach or default of any other term or condition of this Agreement. No other rights are herein granted, and Licensor (on behalf of the Author(s) and the owner(s) of the Property) reserves any and all other rights in the Property, whether such rights are now known or shall hereafter come into existence. The reserved rights shall include, without limiting the generality of the foregoing, all motion picture rights, television and cable rights, radio rights, stage rights other than those licensed hereunder, electronic and digital rights, mechanical rights, recording rights and publication rights of all kinds.

2. Licensee Warranties. Licensee represents, warrants and covenants that the Property will be presented in its entirety as it appears in published form authorized by the Author(s) and that the Author(s)'s intent will be respected in the Licensee's production. No changes, interpolations, additions, or deletions will be made in the Property for the purpose of Licensee's production or otherwise. Licensee represents, warrants and covenants that Licensees shall comply with the following:

2.1 Licensor Credit. All programs, web pages, publicity, and advertising in connection with performances of the Property, in all media (including print and electronic), shall carry a program note as follows (unless an additional or different notice is specified in writing by Licensor) in not less than 10-point type:

YOU'RE A GOOD MAN, CHARLIE BROWN is presented by arrangement with Concord Theatricals on behalf of Tams-Witmark LLC. www.concordtheatricals.com

2.2 Author(s) Credit. The Author(s)'s name (including, as applicable, composer(s), lyricist(s) and/or translator/adaptor's name) will appear in all instances in which the title of the Property appears, including all programs, web pages, house boards, and publicity and advertising in all media (including all print and electronic media) within the control of Licensee. Except as otherwise specified below, the name of the Author(s) will appear on a separate line on which no other name appears as set forth below immediately following the title of the Property and will appear in size of type not less than fifty percent (50%) of the size of the title type, as follows:

YOU'RE A GOOD MAN, CHARLIE BROWN
Based on The Comic Strip "Peanuts"

by

Charles M. Schulz

Book, Music and Lyrics

by

Clark Gesner

Additional Dialogue by Michael Mayer

Additional Music and Lyrics by Andrew Lippa

2.3 Additional Production Credit. The following credits will be included on the title page of all programs and playbills distributed in connection with performances of the Property. If supplied, the following bio will also be included in the program.

Tams

A Concord Theatricals Company

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250 West 57th Street
6th Floor
New York, NY 10107-0102

TAMS-WITMARK

MUSICAL AGREEMENT

CT Rep: Rebecca Schlossberg

Request #: 415802

Acct #: 101-009-103303

Original Direction for this version of

"You're A Good Man, Charlie Brown" by Michael Mayer

Originally Produced in New York by

Arthur Whitelaw and Gene Persson

The above credits shall appear at least as prominently in size and placement of type as other credits, except for the star(s) of the play who may appear above the title. In the programs, the credits shall appear on the title page thereof.

2.4 Production Date Changes/Cancellation. Licensee will PROMPTLY notify Licensor in writing of any and all proposed changes in Production Dates whatsoever, including, but not limited to, additional performances, rescheduled performances, cancellations, postponements, etc., all of which are subject to the prior written approval of Licensor. Please note that additional fees may be applied for any changes made.

The following additional guidelines will apply in cancelling a licensed production:

2.4.1 You must notify your Licensing Representative in writing (email acceptable) within 24 hours of the first cancelled performance, stating the reason or reasons for the cancellation.

2.4.2 If you are presenting only one performance and you timely notify your Licensing Representative of cancellation, a full refund or transfer of the licensing fees for the cancelled performance is granted less a cancellation processing fee of \$30.

2.4.3 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of the full run of performances, a full refund or transfer of the licensing fees for your production is granted less a cancellation processing fee of \$30.

2.4.4 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of an individual performance, a full refund or transfer of the licensing fees for the cancelled performance is granted and there is no cancellation fee.

2.4.5 If you notify your Licensing Representative of cancellation more than 24 hours after the first cancelled performance, no refund of the licensing fees shall be granted.

2.4.6 If Rental Materials have been processed for shipment to Licensee at the time you notify your Licensing Representative of cancellation, the rental fee and shipping fee/taxes (if any) will not be refunded. If Rental Materials have not yet been processed for shipment at the time you notify your Licensing Representative of cancellation, the rental fee and shipping fee/taxes (if any) will be refunded in full.

3. Execution of Agreement. This Agreement shall be effective upon receipt by Licensor of (a) this Agreement signed by the Licensee and (b) payment in full of the fees set forth in the "Fees" section above. Due to demand and area restrictions, Performance Agreements are time sensitive. Therefore, this Agreement shall be null and void if it is not executed as described above within ninety (90) days of the Effective Date of this Agreement. Licensee may electronically execute this Agreement through the "Dashboard" section of the "My Account" page on www.concordtheatricals.com.

4. Rental Materials.

4.1a Arrangements:

Full Package *see below*

4.1b Description of Rental Materials:

Full Package:

1 Piano/Conductor Score

8 Libretto/Vocal Books

1 Reed 1

1 Violin/Viola

1 Percussion 1 & 2

1 Bass

1 Piano Partitur

Optional performance and rehearsal tracks, in the form of MP3s, are available from Concord Theatricals for an additional fee.

Piano Only:

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MUSICAL AGREEMENT

CT Rep: Rebecca Schlossberg

Request #: 415802

Acct #: 101-009-103303

1 Piano/Conductor

8 Libretto/Vocal book

Optional MT PIT Performance Tracks:

Performance Tracks are also available through <https://themtpit.com/shows/> MT Pit at an additional fee. Interested licensees should reach out to MT Pit directly to secure MT Pit Performance Tracks.

Unless specifically noted above, scripts/librettos are not included in the rental package and must be purchased at www.concordtheatricals.com.

4.2. The latest date by which all licensing fees, rental fees and shipping fees/taxes (if any) are due is ninety (90) days from the Effective Date of this Agreement. Payment for all performances must be received in full. Payment may be made by check, credit card or echeck/ACH payment. Please refer to attached invoice for fee details.. Conditioned on the execution of this Agreement, and provided that all payments have been received by Licensor as set forth in this Agreement, Licensor agrees to ship the Rental Materials to Licensee to arrive no later than **03/29/2021** (unless a shorter period remains between the date of execution and the first performance date). Rental Materials will not be shipped until full payment has been received.

4.3. Upon completion of Licensee's production, Licensee shall return the Rental Materials to: **Concord Theatricals c/o Midwest Fiber, 422 South White Oak Road, Normal, IL, 61761**. All rental materials must be received within **thirty (30) days** of the final performance date.

4.4. Any and all Rental Materials provided to Licensee in connection with the Property may be used ONLY for the rehearsal and performance of the Property on the dates and at the venue specified in this Agreement and may not be used for any other production, presentation or performance. Licensor makes no representations regarding the condition or adequacy of the Rental Materials. The rights granted to Licensee are conditioned on the execution of this Agreement and the receipt by Licensor of all payments as set forth this Agreement.

5. General Terms and Conditions

5.1 No auditions, casting, rehearsals, advertising, publicity or performance of the Property may commence unless and until this Agreement is executed and all monies owing to Licensor as set forth in this Agreement are paid in full.

5.2 Licensee may not create merchandise of any kind based on the Property, whether for sale, promotional use, or free distribution, without prior written permission from Licensor.

5.3 Licensed productions of the Property are to be performed in front of a live audience only. Auditions, rehearsals, and/or performances may not be recorded, streamed, broadcast or posted at any time, in any manner or for any purpose. These restrictions apply to both audio-only and audio-visual recordings, broadcasts and postings. By way of example only, no posting or streaming of audio or audio-visual recordings to YouTube or any other social networking sites is permitted. Any such recording, broadcasting, posting or other use of a performance of the Property is a copyright infringement and will expose Licensee to serious legal consequences.

5.4 Any announcements, advertisements, publicity, promotional materials, and marketing materials, whether on the Internet or in any other media, must be in strict compliance with the terms of this Agreement, including the number and dates of performances, the number of seats, and the ticket prices.

5.5 This Agreement does not include the right to any choreography, staging, direction, costume design, scenic design, lighting design or sound design of the Property as previously presented. Licensee agrees that its production of the Property shall be a non-replica production. Neither Licensor nor the Author(s) or owners of the Property shall be obliged at any time to make any payment or offer rights participation to any person(s) whom Licensee may hire to direct, choreograph, stage, design or otherwise participate creatively in Licensee's production.

5.6 Licenses are available only for complete performances of the Property. Performances of various scenes and/or songs apart from the Property in its entirety (e.g., in connection with recitals, contests, festivals, etc., or for promotional purposes) require special permission, which must be submitted in writing in advance of any such performances. Unless permission is granted in writing by Licensor, no such performances may take place.

5.7 Licensee will present the Property using the Rental Materials and, if applicable, the Approved Production Script (as defined in Section 5.17 below). No abridgement or enlargement of the Property, no changes in music, lyrics, dialogue, period, setting, characters (including their gender), and/or characterizations in the Property, and no changes in running time, placement of intermission, number or order of scenes, etc., may be made without prior written permission from Licensor. In the event that any changes to the Property are approved in writing, such changes shall, upon creation, become the sole and exclusive property of Licensor, the Author(s) and the owners of the Property, as their interests may appear, and may be used by such parties free and clear of any obligation whatsoever to Licensee or any third party.

5.8 An approved logo and other promotional and marketing materials for the Property may be available from Licensor. Please contact your Licensing Representative for further information. Please review the Riders and Exhibits in Section 12 below, as well as (if applicable) any

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CT Rep: Rebecca Schlossberg
Request #: 415802
Acct #: 101-009-103303

additional Rider you may have signed in connection with your production of the Property, for further requirements regarding logos, promotion and marketing of your production.

5.9 This Agreement is not transferable to any other production other than the one licensed. The rights licensed under this Agreement may not be sublicensed and/or otherwise conveyed by Licensee to any other person.

5.10 The Property is licensed for live stage performances by living actors in front of a live audience only, and may not be recorded, broadcast or distributed at any time, in any manner, or for any purpose. In no event may any audio or audio-visual recordings of readings, rehearsals or performances of the Property be posted to the internet or distributed through any digital means, including by way of streaming, downloading or copying, including without limitation, in video or audio recordings posted to YouTube, Facebook or any similar or other social networking site, or posted to the website of the theater or any personal or public website of whatsoever kind. No audio or audio-visual footage may be used in connection with any online, mobile or digital advertising or promotion of the Property.

5.11 You must include in prominent fashion in every program for your production of the Property the following warning in text no smaller than 12-point type, and the warning must also be posted in the lobby of the Venue:

THE VIDEOTAPING OR MAKING OF ELECTRONIC OR OTHER AUDIO AND/OR VISUAL RECORDINGS OF THIS PRODUCTION AND DISTRIBUTING RECORDINGS OR STREAMS IN ANY MEDIUM, INCLUDING THE INTERNET, IS STRICTLY PROHIBITED, A VIOLATION OF THE AUTHOR(S)'S RIGHTS AND ACTIONABLE UNDER UNITED STATES COPYRIGHT LAW. FOR MORE INFORMATION, PLEASE VISIT:

<https://concordtheatricals.com/resources/protecting-artists>

5.12 The grant of rights hereunder does not include any rights to use any artwork (except to the extent otherwise expressly set forth in Section 12 below), advertising, names of actors or actresses or other personnel associated with any other production of the Property in any artwork, advertising or promotional materials for Licensee's production hereunder.

5.13 Licensee is solely responsible for obtaining formal written permission from third-party copyright owners to use copyrighted music, images, brands, or other material in Licensee's production of the Property and is strongly cautioned to do so. If no such permission is obtained by Licensee, then Licensee must use only original music and other materials that Licensee owns and controls. Licensee is solely responsible and liable for all third-party clearances (including without limitation music clearances) and shall indemnify Licensor, the Author(s) and other copyright-owner(s) of the Property, and their respective principals, shareholders, officers, directors, parents, subsidiaries, agents, employees, representatives, administrators, trustees, beneficiaries, successors and assigns against any costs, expenses, losses and liabilities arising from the use of music and other third-party material by Licensee. For the avoidance of doubt, this Section 5.13: (a) shall not be deemed to constitute permission to add third-party materials to the Property, and changes to the Property shall be governed by Section 5.7 above; and (b) shall not apply to use of the music by the Author(s) that is included in the Property and for which Rental Materials are provided by Licensor.

5.14 Licensee may not present the Property with pre-recorded or sequenced accompaniment, except to the extent that such accompaniment is provided or licensed to you by Licensor or its official affiliates. Please contact your Licensing Representative if you have questions about whether a third-party provider is an official affiliate of Licensor. Note: pre-recorded accompaniment is not available for all titles and may not be available for use by all licensee types. Please contact your Licensing Representative to discuss.

5.15 In the event that the program for Licensee's production of the Property includes advertising, Licensee agrees to reserve program space no smaller than one-half (1/2) page for Licensor. Licensor shall notify Licensee in writing no later than thirty (30) days before the first performance hereunder if Licensor elects to use such program space, and shall provide Licensee with applicable files at the time of such notification. If Licensor does not provide Licensee with timely notice, Licensee shall have no obligation to reserve such program space.

5.16 Licensee agrees to reserve two (2) complimentary tickets for each performance of the Property hereunder for the use of Licensor, the Author(s) and the owners of the Property. Licensor shall notify Licensee a minimum of three (3) days prior to the applicable performance whether it requires such tickets, and agrees not to resell such tickets. Licensee shall provide Licensor with two (2) copies of the program for its production of the Property upon request by Licensor.

5.17 If scripts/librettos are not included as part of the Rental Materials, the "Approved Production Script" is defined as the version or draft of the script/libretto of the Property to be used in connection with Licensee's production. It is understood that the Approved Production Script will be made available for purchase via www.concordtheatricals.com as the "Acting Edition." No earlier manuscript or any other versions of the Property are permitted for production without prior approval. In the event that a published Acting Edition is not available for public purchase, Licensee should contact its Licensing Representative for the most up-to-date version of the script/libretto prior to the start of pre-production and rehearsals.

6. Representations and Warranties; Indemnification. Licensee represents and warrants that (a) all of the information provided to Licensor, both orally and in writing, in connection with the production of the Property and/or otherwise is accurate and correct, (b) Licensee will present the Property in accordance with the terms and conditions set forth in this Agreement, and (c) Licensee will be fully responsible for the manner in which Licensee's production of the Property is performed. Licensee hereby indemnifies Licensor, the Author(s) and other copyright-owner(s) of the Property, and their respective principals, shareholders, officers, directors, parents, subsidiaries, agents, employees,

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MUSICAL AGREEMENT

CT Rep: Rebecca Schlossberg

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Acct #: 101-009-103303

representatives, administrators, trustees, beneficiaries, successors and assigns from and against any claim arising out of (a) the breach or alleged breach by Licensee of any of Licensee's representations, warranties, obligations, or agreements under this Agreement and/or (b) Licensee's production of the Property including the performance, preparations, advertising and marketing thereof.

7. **Termination.** Failure to strictly comply with any of the terms and conditions of this Agreement, including but not limited to the provisions of Sections 2 and 5 and any Exhibits or Riders hereto, may result in the immediate termination of this Agreement and/or any such other agreements by Licensor in its sole and absolute discretion. In the event of termination, all amounts owing under this Agreement remain payable in full and shall be retained by Licensor in addition to any other rights or remedies that Licensor may be entitled to assert for breach of contract.

8. **Default.** If Licensee defaults in the performance of any of the representations, warranties, indemnities, obligations, terms and/or conditions of this Agreement, then in addition to any and all other remedies which Licensor, the Author(s) and/or the other copyright-owner(s) of the Property might have at law or equity, Licensee agrees that Licensor shall have the right to seek a temporary restraining order and a preliminary injunction to enjoin any performances of the Property. Licensee agrees to reimburse Licensor for any expenses incurred in enforcing rights hereunder, including but not limited to, attorneys' fees, court costs, telephone, fax, courier and postage charges and collection expenses.

9. **Applicable Law.** This Agreement is executed in the State of ~~New York~~ Illinois and shall be construed under and in accordance with the laws of the State of ~~New York~~ Illinois applicable to contracts made and fully performed within that State. Licensee (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement may be instituted by Licensor in any state or federal court in the State of ~~New York~~ Illinois, (ii) waives any objection which it might have now or hereafter to the venue of any such litigation, action or proceeding, (iii) irrevocably submits to the jurisdiction of any such court in any such litigation, action or proceeding, and (iv) hereby waives any claim or defense of inconvenient forum. This Agreement constitutes an offer revocable by Licensor.

10. **Revocation.** Licensor reserves the right to revoke any and all licenses for any reason upon written notice to Licensee. In the event that Licensee has paid for the license prior to such revocation, a full refund will be given to Licensee within forty-five (45) business days of written notice of license termination.

11. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns and may not be altered, modified or cancelled (except as herein specifically provided), except by written instrument signed by both parties hereto. This Agreement supersedes all prior or contemporaneous agreements, undertakings, warranties, representations and negotiations between the parties with respect to the subject matter hereof, except in the event that Licensee has previously executed a Rider specifically relating to its production of the Property under this Agreement, such Rider shall remain in full force and effect and shall be a part of this Agreement. No waiver shall be deemed a continuing waiver or deemed a waiver of any assignment or similar breach. In entering into this Agreement, Licensee and Licensor will each have the status of an independent contractor and nothing contained herein will constitute the parties as partners, fiduciaries, agents or employees of each other.

12. **Riders and Exhibits.** In addition to all provisions set forth above, this Agreement includes any Riders previously executed by Licensee specifically relating to its production of the Property hereunder, as well as the following additional Exhibits and Riders (if any):

Additional Riders

NOTE: You are not required to perform the entire Property! You may, at your option, perform your choice of scenes and songs from the Property, provided that the total running time for your performance (without intermission) is no less than 45 minutes. In the event that you choose to exercise this option, no additional permissions or approvals are required. Under no circumstances may you add any dialogue, music, or vocal material to the Property, including without limitation any material from other versions of the Property.

13. **Livestream Addendum.** Licensee agrees to abide by the Livestream Addendum attached hereto in connection with Licensee's streaming (if any) of its production of the Property.

ACCEPTED AND AGREED TO:

This Agreement and all conditions and terms contained herein are wholly binding upon the execution by Licensee hereof and the remittance of payment in full.

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MUSICAL AGREEMENT

CT Rep: **Rebecca Schlossberg**
Request #: 415802
Acct #: 101-009-103303

ADDENDUM TO PERFORMANCE AGREEMENT

COVID-19 CONTINGENCY LICENSE

Addendum (the “**Addendum**”) to the performance agreement (the “**Agreement**”) between Concord Theatricals Corp., 235 Park Avenue South, Fifth Floor, New York, NY 10003, an affiliate of Tams-Witmark LLC (“**Licensor**”) and the following organization:

Your Name: **Ellen McGowan**

Organization Name (“you” or “**Licensee**”): **College Of DuPage**

Account Number: **101-009-103303**

License Number: **415802**

Play you are producing (the “**Property**”): **You're A Good Man, Charlie Brown (Revised)** by **Clark Gesner, Michael Mayer, Andrew Lippa, Charles M. Schulz**

In light of restrictions on public gatherings imposed or recommended by government or health authorities in response to COVID-19, you have notified Licensor that audiences may be unable or unwilling to attend your production of the Property, and you have requested that in lieu of/in addition to presenting live performances of the Property, you be entitled to record and/or livestream your production of the Property for viewing by ticket buyers (including subscribers).

Licensor hereby quitclaims to you, solely to the extent it controls such rights, the right to so record and/or livestream your production of the Property, on a non-precedential basis and limited solely to delays, restrictions and cancellations in connection with COVID-19, subject to the terms and conditions set forth in this Addendum.

1. Notwithstanding anything set forth in the Agreement, including, without limitation, any prohibition on audio-visual recording or streaming, you may do the following:
 - a. record a single performance of the Property and make such recording available to audience members who have purchased tickets to a live performance of the Property (“**Ticket Buyers**”);

OR

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MUSICAL AGREEMENT

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- b. livestream one or more performances of the Property to Ticket Buyers (the recording or livestream as set forth in clause a or b, the "**Recording**").
2. For the avoidance of doubt, the Recording shall be of one single performance of the Property from beginning to end. In no event shall you have the right to edit multiple performances of the Property together.
3. The Recording shall be made and distributed in accordance with the following details:

Online Distribution Platform: **Vimeo, only ticketbuyers receive link**
Dates Recording is available for viewing: **7/29/21 to 8/8/21**
Number of "Performances" of Recording: **8**
Estimated Number of Viewers per "Performance": **25**
Ticket Prices: **\$8-\$16 same as live**
Qualifications to be a "Ticket Buyer": **ticketholder for recorded stream**
Digital Distribution Plan/Protections: **email link sent to ticket buyer prior to showtime**

In the event that the Recording is not made and distributed in accordance with the terms of this Agreement and this Addendum thereto, Licensor shall have the right, in addition to any other rights or remedies that Licensor may be entitled to assert for breach of contract, to terminate the Agreement and this Addendum and require the immediate removal of the Recording.

- -
 -
 4. You agree to keep the Recording in a secure location at all times. You may make the Recording available on the Online Distribution Platform specified above, provided that (a) the platform is private and password-protected and the Recording is available only to Ticket Buyers, (b) the platform does not permit downloading, copying or other duplication or redistribution of the Recording, (c) if the platform has the capacity to allow downloading or duplication, you shall ensure that such settings are disabled in connection with the Recording, and (d) the Recording is only made available on one platform. In no event may the Recording be made available to the general public (e.g., posted on an unprotected YouTube channel, distributed via social media, etc.).
5. You shall ensure that only Ticket Buyers have the right to access the Recording. You may not authorize or provide access to the Recording to any individual who is not a Ticket Buyer. Each Ticket Buyer shall receive a password, and the recording shall be viewable only once and on only one device for each ticket sold or provided. For the avoidance of doubt, (a) no special discounted pricing shall be available for Recording-only access, and all Ticket Buyers who are granted access to the Recording must have purchased tickets to your production of the Property at the prices set forth in the Agreement, (b) no additional fees may be charged to Ticket Buyers to access the Recording, and (c) in no event shall you sell more tickets to the Recording than the total number of seats set forth in the Agreement (i.e., total number of seats per performance multiplied by total number of performances). You shall account for all tickets sold to Ticket Buyers, whether such Ticket Buyers attend live performances or are granted access to the Recording, in accordance with the royalty and reporting provisions set forth in the Agreement (as applicable).

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6. The Recording shall be made available for viewing by Ticket Buyers only during the dates set forth in Paragraph 3 above. Following the final date, you agree to promptly deactivate any and all viewing of the Recording, and to delete any and all copies (including digital copies) of such Recording. You shall notify Licensor via email within forty-eight (48) hours after the final scheduled performance that the Recording has been deactivated and all copies have been deleted. In no event shall you or the internet streaming platform on which the Recording is made available obtain any reuse rights, clip rights or right to retain copies of the Recording.
7. You shall provide Licensor with four (4) passwords to view the Recording, such passwords to be sent via email to your Licensing Representative. Licensor may share such passwords with the rightsholders of the Property and their agents.
8. No copies (including downloads) may be made of the Recording, and the Recording shall not be made available in any way other than as authorized in this Addendum. You shall ensure that any Ticket Buyers who are granted access to the Recording shall be made aware of this restriction by including the following notice in the Recording: **“© 2020. THIS AUDIO-VISUAL PRESENTATION WAS PRODUCED BY SPECIAL ARRANGEMENT WITH CONCORD THEATRICALS CORP., AN AFFILIATE OF TAMS-WITMARK LLC. ALL RIGHTS RESERVED. THIS AUDIO-VISUAL PRESENTATION IS AUTHORIZED FOR NON-COMMERCIAL USE ONLY. FURTHER DISTRIBUTION OF THIS PRESENTATION BY DOWNLOAD, STREAMING, REPOSTING, BROADCAST, TELECAST, OR IN ANY OTHER MANNER OR MEDIUM, IS STRICTLY PROHIBITED, A VIOLATION OF THE AUTHOR(S)’S RIGHTS, AND ACTIONABLE UNDER APPLICABLE COPYRIGHT LAW. WARNING: FEDERAL LAW PROVIDES SEVERE CIVIL AND CRIMINAL PENALTIES FOR THE UNAUTHORIZED REPRODUCTION, DISTRIBUTION OR EXHIBITION OF COPYRIGHTED AUDIO-VISUAL MATERIALS. CRIMINAL COPYRIGHT INFRINGEMENT IS INVESTIGATED BY THE FBI AND MAY CONSTITUTE A FELONY WITH A MAXIMUM PENALTY OF UP TO FIVE (5) YEARS IN PRISON AND/OR A \$250,000 FINE.”** Such notice may be included at the start and end of the Recording itself, or may be included in the video description on the platform on which the Recording is made available.
9. You shall ensure that the full credits for the Property, including credits to the author(s) of the property, additional production credits, and credit to Licensor, each as specified in the Agreement, are made available to all Ticket Buyers who view the Recording. The credits may be included (a) in a digital program distributed to Ticket Buyers, (b) in the Recording itself (e.g., akin to movie credits), or (c) in the video description on the platform on which the Recording is made available.
10. You acknowledge and agree that Licensor is granting Recording rights in connection with the Property only. The grant of rights pursuant to this Addendum does not apply to any other parties whose permission may be required in connection with the creation and distribution of the Recording, including, but not limited to, performers, creative team, designers and venues, and you shall be fully responsible for obtaining any required permission from such parties, as well as any applicable unions. In addition, to the extent that you have obtained the rights to include any

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third-party materials in your production of the Property, you must separately obtain permission to include such third-party materials in the Recording.

11. You hereby indemnify Licensor, the rightsholders and authors of the Property, and their respective principals, shareholders, officers, directors, parents, subsidiaries, agents, employees, representatives, administrators, trustees, beneficiaries, successors and assigns (the “**Licensor Parties**”) from and against any claim arising out of (a) the breach or alleged breach by Licensee of any of Licensee’s representations, warranties, obligations, or agreements under this Addendum, and/or (b) Licensee’s production and distribution of the Recording. In the event of Licensee’s breach of this Addendum, then in addition to any other remedies in law or equity that the Licensor Parties may have, Licensee shall be obligated to reimburse the Licensor Parties for their outside legal fees and shall pay liquidated damages to Licensor equal to triple the total licensing fees in connection with Licensee’s production of the Property payable to Licensor under the Agreement, it being understood and agreed that such sum is not a penalty, but a reasonable measure of damages given the nature of the rights quitclaimed by Licensor to Licensee hereunder.
12. For the avoidance of doubt, except to the limited extent granted in this Addendum, no audiovisual rights (including without limitation film and television rights) or merchandising rights are granted to the Licensee in this Addendum. Except as expressly modified in this Addendum, all terms and conditions set forth in the Agreement shall remain in full force and effect.



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TAMS-WITMARK MUSICAL AGREEMENT

CT Rep: Rebecca Schlossberg
Request #: 415802
Acct #: 101-009-103303

LICENSING CHECKLIST

Before you start rehearsals,
make sure you've taken care of these steps!

Don't Forget to...

- ☐ Sign your Performance Agreement through the "Dashboard" section of the "My Account" page on concordtheatricals.com.
- ☐ Pay your licensing fees, rental fees and shipping fees/taxes (if any) in full.
- ☐ Check the delivery address for your rental materials.
- ☐ Order additional rental materials (if needed).
- ☐ Communicate any changes (dates, venue, etc.) to your licensing rep via email.
- ☐ Check your rental materials description and if scripts/librettos are not included, purchase scripts/librettos from concordtheatricals.com.
- ☐ Purchase supplemental materials from concordtheatricals.com.

Break a leg on your production!

Sincerely,
Concord Theatricals,
as representative of the Property
from the Tams-Witmark catalogue



Ellen Roberts, Interim VP Administrative Affairs

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New York, NY 10107-0102

From: Zerrudo, Maria <zerrudom@cod.edu>
Sent: Thu Apr 22 14:39:33 CDT 2021
To: invoicing@cod.edu
CC:
Subject: FW: Manual Payment Approval Concord Theatricals

From: Sekerka, Joyce <sekerkaj@cod.edu>
Sent: Thursday, April 22, 2021 2:38 PM
To: Zerrudo, Maria <zerrudom@cod.edu>
Subject: FW: Manual Payment Approval Concord Theatricals

Hi Marivic,

Can you please process this check request and have it released next week? Ellen Roberts has approved the check enclosed.

Thanks,
Joyce

Joyce Sekerka
Accounts Payable Supervisor
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137-6599
630-942-2293
Email: sekerkaj@cod.edu

From: Humphrey, Vera <humphreyv@cod.edu>
Sent: Thursday, April 22, 2021 1:49 PM
To: Sekerka, Joyce <sekerkaj@cod.edu>
Cc: McGowan, Ellen <mcgowan@cod.edu>
Subject: FW: Manual Payment Approval Concord Theatricals

Hi Joyce,

Ellen Roberts has approved check request. Ellen McGowan advised AP can mail check, please see string of emails below. If you have any questions, please contact Ellen McGowan.

Thank you.

Vera Humphrey
Administrative Assistant to the
Interim Vice President
of Administrative Affairs

College of DuPage | 425 Fawell Blvd | SRC 2130 | Glen Ellyn, IL 60137
630-942-4285 (ph) | 630-942-2297 (fax)

x

From: Roberts, Ellen <roberts@cod.edu>
Sent: Thursday, April 22, 2021 1:43 PM
To: Humphrey, Vera <humphreyv@cod.edu>
Subject: RE: Manual Payment Approval Concord Theatricals - for approval

Vera,

Please see attached approved form.

Thank you,

Ellen

Ellen M. Roberts
Interim Vice President, Administrative Affairs
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
roberts@cod.edu
630-942-2218

From: Humphrey, Vera <humphreyv@cod.edu>
Sent: Thursday, April 22, 2021 12:25 PM
To: Roberts, Ellen <roberts@cod.edu>
Subject: FW: Manual Payment Approval Concord Theatricals - for approval

Hi Ellen,

For your approval.

Thank you.

Vera Humphrey
Administrative Assistant to the
Interim Vice President
of Administrative Affairs

College of DuPage | 425 Fawell Blvd | SRC 2130 | Glen Ellyn, IL 60137
630-942-4285 (ph) | 630-942-2297 (fax)

x

From: McGowan, Ellen <mcgowan@cod.edu>
Sent: Thursday, April 22, 2021 12:23 PM
To: Humphrey, Vera <humphreyv@cod.edu>
Cc: Accounts Payable <acctpay@cod.edu>
Subject: Manual Payment Approval Concord Theatricals

Hi Vera,
Please have Ellen R approve the attached for payment asap.

Payables can mail the check.

Thank you.

Ellen McGowan
Business Manager
McAninch Arts Center
College of DuPage
425 Fawell Boulevard
Glen Ellyn, IL 60137
Phone 630.942.3009
Fax 630.942.3002