

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1084265  
Vendor Name: Dramatists Play Service, Inc.  
Invoice Number: web701288  
Invoice Date: 3/3/2023  
PO Number:  
Check Number: 0310193  
Check Amount: \$ 1,040.00  
Check Date: 03/14/2023  
Voucher Number: V0777062  
Document Type: AP Invoice

Document Below

## Check Request Form

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

Date: \_\_\_\_\_ Vendor ID: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Payee Address: \_\_\_\_\_ Payment Due Date: \_\_\_\_\_

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

Check the appropriate box below:

- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check: \_\_\_\_\_

Other Instructions: \_\_\_\_\_

### All requests will require the following approvals:

Requester: \_\_\_\_\_ Print Name: \_\_\_\_\_

Budget Officer: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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

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

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

## Check Request Form (cont.)

### Processing a Check Request:

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.  
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.

# BROADWAY LICENSING



440 Park Ave South, 11th Floor  
New York, NY 10016

## PRODUCTION TERMS

### CUSTOMER INFORMATION

Contract Date: 2/24/2023

Order/Invoice #: web701288

Title: ARSENIC AND OLD LACE

Attn: Molly Junokas

Organization: College of DuPage

Address: 425 Fawell Blvd  
Glen Ellyn, IL 60137  
US

**THIS LICENSE IS AN AMATEUR PRODUCTION AGREEMENT FOR ARSENIC AND OLD LACE. THIS LICENSE IS ONLY CONSIDERED A QUOTE AND NOT VALID UNTIL YOU MAKE PAYMENT IN FULL. PLEASE, SEE IMPORTANT NOTES, BELOW, FOR DETAILS.**

### IMPORTANT NOTES:

- **PAYMENT:** BROADWAY LICENSING MUST RECEIVE PAYMENT IN FULL, WITHIN ONE MONTH FOLLOWING THE CONTRACT DATE LISTED ABOVE, or prior to your first performance – whichever occurs sooner. Failure to do so means the possible automatic termination of this agreement. A signed, authorized institutional purchase order is acceptable for school and government agencies.
- **SIGNATURE:** If you clicked the "Terms & Conditions" box on the online application that is equivalent to signing this document and this document does not need to be returned. Of course, payment must still be made in full, as outlined above.

You may not advertise, announce, sell tickets or present any performances until the above requirements are met.

**Please, read the agreement below in full. Print for your records.**

Performances Dates: 4/4/2024 - 4/14/2024

Verue Zip Code: 60137

### **ROYALTY FEES:**

8 Performance(s) @ \$130.00 per performance.

Total: \$1040

**PRODUCTION MATERIALS PACKAGE & USAGE FEES (if any):** Provided we have full payment the production materials will be shipped prior to the opening performance.

## **BILLING CREDITS:**

### **Joseph Kesselring**

The Author must be credited as sole and exclusive Author of the Play on the title page in all programs distributed in connection with performances of the Play and in all instances in which the title of the Play appears for purposes of advertising, publicizing or otherwise exploiting the Play and/or a production thereof; the name of the Author must appear on a separate line, in which no other name appears, immediately beneath the title and in size and prominence of type equal to 50% of the largest, most prominent letter used for the title of the Play. No person, firm or entity may receive credit larger or more prominent than that accorded the Author.

The Licensee shall give credit to any other parties, such as producer credits and commission credits, in the form and manner specified in the script and set forth herein: **SPECIAL NOTE**

Anyone receiving permission to produce ARSENIC AND OLD LACE is required to give credit to the Author as sole and exclusive Author of the Play on the title page of all programs distributed in connection with performances of the Play and in all instances in which the title of the Play appears for purposes of advertising, publicizing or otherwise exploiting the Play and/or a production thereof. The name of the Author must appear on a separate line, in which no other name appears, immediately beneath the title and in size of type equal to 50% of the size of the largest, most prominent letter used for the title of the Play. No person, firm or entity may receive credit larger or more prominent than that accorded the Author.

**Payment Instructions:**

- a. All payments must be made in US dollars.
- b. Sales of books and all authorized performance materials are final.

**Check:**

Made Payable to Dramatists Play Service, Inc.

**Credit Card Information:**

For Credit Card Payment, please visit the Pay Invoice Fees page on <https://www.dramatists.com/cgi-bin/db/secure/fees.asp>

**Shipping Information:**

If you need to update the shipping address on your account, please email [dpsnonpro@broadwaylicensing.com](mailto:dpsnonpro@broadwaylicensing.com)

# BROADWAY LICENSING



440 Park Ave South, 11th Floor  
New York, NY 10016

## AMATEUR PLAY LICENSE AGREEMENT

### TERMS AND CONDITIONS:

This Agreement is entered into by and between Broadway Licensing, LLC servicing the Dramatists Play Service collection ("Licensor") and the following individual(s), organization and/or institution (collectively, the "Licensee"):

Molly Junekas  
College of DuPage

Licensor and the Licensee agree to the following provisions with respect to the licensing of Performance rights of the following "Play" entitled:

ARSENIC AND OLD LACE  
Joseph Kesselring

### A. LICENSING TERMS AND CONDITIONS:

#### 1. RIGHTS GRANTED.

a. **GRANT OF LIVE STAGE PERFORMANCE RIGHTS.** Licensor hereby grants the non-exclusive right to present amateur, live public performances of the Play as contained in the authorized production materials provided and only for the number and dates of performances and at the venue as set forth in the Production Terms herein.

b. **ADVERTISING/PUBLICITY.** Licensee shall have the right to advertise, promote and publicize their production via online, print, radio and television. Radio, television and internet commercials shall be limited to excerpt usage of no more than 30 seconds without prior written consent of Licensor.

#### 2. RESERVED RIGHTS.

a. **NO RIGHT TO USE ORIGINAL DIRECTION, CHOROGRAPHY, DESIGNS.** This License Agreement does not include the right to the original direction, choreography, costume design, staging, or scenery design of the Play and any use of said elements are strictly prohibited. Licensor and/or the Authors shall not be obliged at any time to make any payment or offer rights participation to any person(s) who the Licensee may hire to Direct, Choreograph, Stage, and Design or otherwise participate creatively in Licensee's production.

b. **NO EXERCEPTS.** This License Agreement does not grant you the right to perform excerpts or scenes from the Play for promotional, competitions, festivals or for any other reason without the Licensor's prior written consent, except as provided in paragraph A(1)(b) above.

c. **NO MERCHANDISE.** Licensee is not granted the right to create merchandise based on the Play, whether for sale or distribution, without prior written permission and entering into a separate license with the Licensor. Any merchandise designs shall first be submitted in writing to Licensor for their written approval.

d. **NO RECORDING.** This authorization applies to amateur stage performance rights only. This License Agreement does not grant the Licensee, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape, digital capture, live streaming, film or sound recording, and/or any other form of mechanical or electronic reproduction, such as information storage and retrieval systems, other digital sequencing, recording, web pages and photocopying, without the express written consent of the Licensor. For the sake of clarity, should Licensee be desirous of creating an archival or live streaming a production and such rights are available and approved by the author/underlying rights holder then Licensee must obtain the express written consent of the Licensor and adhere to the terms and conditions of the archival/streaming agreement. Licensee shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, music selections or scenes by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the Internet including but not limited to YouTube or iTunes. Reproduction of any kind, including for personal use, is also strictly prohibited.

e. **NO PHOTOCOPYING.** The Licensee acknowledges that any unauthorized copying of the acting editions or excerpts from the acting edition is strictly forbidden by law. The Licensee agrees that no part of the acting edition may be reproduced, stored in a retrieval system, or transmitted in any form, by any means now known or yet to be invented, including photocopying or scanning, without prior permission from Licensor.

### 3. COPYRIGHT REQUIREMENTS.

a. **NO CHANGES.** The play(s) must be presented ONLY as published in the Dramatists Play Service authorized acting edition(s). The acting edition can ONLY be used for the performance of the Play on the dates specified in this License Agreement and cannot be used for any subsequent production, presentation, or performance. The acting edition must be presented without any changes, additions, alterations, or deletions to the text or the title. These restrictions shall include, without limitation, not altering, updating, or amending the time, locales, or settings of the play(s) in any way, whether these elements are made explicit in the stage directions, or are clearly implicit in the text.

b. **PERMISSION FOR CHANGES.** Requests for permission to make any changes to the text of the play or in the casting of the play must be made in writing to Licensor for review and consideration by the author or copyright holder. Any approved changes whatsoever made to the original text, dialogue, lyrics or music (including the vocal and dance arrangements and orchestrations) of the Play shall, upon creation, become the property of the Author(s) (which, for purposes hereof, shall include their successors and assigns), for their sole and exclusive unrestricted use and benefit, free and clear of any obligation whatsoever to the Licensee, the translator, any director, orchestrator or arranger, or any third party claiming through any of the aforesaid persons or entities. All final edits or changes shall be provided to Licensor immediately upon their creation. Any violation by Licensee of the provisions of this Paragraph 2 is expressly prohibited by international copyright law and shall result in the automatic termination by Licensor of this License Agreement.

c. **CASTING.** Furthermore, Licensee acknowledges that casting also constitutes a part of the author's play. As such, if the gender identity, ethnicity, and/or race of the characters is made explicit in the stage directions, or is clearly implicit in the text, such casting requirements are deemed a business necessity and the characters are to be performed by actors who meet such bona fide occupational qualifications, unless the author has expressly approved other casting choices.

d. **BILLING.** You must adhere to any additional terms set forth in the Production Terms under the paragraph entitled BILLING CREDITS.

e. **LICENSOR BILLING.** All playbills and programs must include the following on the title page: "ARSENIC AND OLD LACE is presented by special arrangement with Broadway Licensing, LLC, servicing the Dramatists Play Service collection. ([www.dramatists.com](http://www.dramatists.com))"

f. **LOGO USE.** Licensee is hereby granted the right to use the authorized logo art as provided by Licensor (if any) on all posters, fliers, advertisements, websites and on the title page of the productions program. Any original designs for artwork or logos shall first be submitted in writing to Licensor. If permission is granted to use Licensee's requested original designs, Licensor will provide such authorization in writing.



## **B. PERFORMANCE TERMS AND CONDITIONS.**

1. EXECUTED AGREEMENT AND PAYMENT. Payment in full (for school and government agencies a signed, authorized institutional purchase order is acceptable) by one month following the contract date on the first page of the Production Term Rider or prior to the first performance, whichever is earlier, or this License Agreement shall be terminated. Licensee may not advertise, announce, sell tickets or present any performances until receipt and acknowledgement by Licensor of the Production Terms and payment.

2. CHANGES TO PRODUCTION DATES. If any of the conditions set forth in this License Agreement or at any time during the performance run change in any way (including the cancelation or addition of performance(s), ticket price adjustments or change of performance dates or venue), you must notify Licensor in writing immediately and Licensor must approve all such changes before they may take effect. Licensee is advised that any changes to the conditions set forth in the License Agreement may modify the fees quoted in this License Agreement. Furthermore, if Licensee cancels the entire performance, a cancelation fee of 10% of the total fees due for royalty, but in no event less than \$100 per performance, will apply and forfeiture of the production materials package & usage fees (if any) will occur. The fee for production materials package & usage is required and compulsory with each and every License Agreement when available for such play, notwithstanding the non-use of said materials. Furthermore, Licensee understands that even if the Play is not presented, you will be obligated to pay the fees set forth in this License Agreement.

3. ADDITIONAL DATES. Should Licensee desire to present performances in addition to those provided for in the License Agreement, Licensee agrees to make additional royalty and performance material payments for any and all performances in addition to those already licensed. Licensee agrees not to announce, sell tickets or present the Play for such additional performances without the prior written permission of Licensor and the payment of the additional royalty and production materials & usage fees (if any) due. Performances must take place on the dates specified on the license and in the location designated. Any proposed changes in the dates, venue, or number of performances must receive prior written approval from Broadway Licensing, LLC, in order to be effective.

4. COMPLIMENTARY TICKETS. Licensee agrees to reserve four (4) complimentary tickets (if requested) for the use of Licensor and/or the Authors(s) for each performance and Licensor agrees not to sell said tickets.

## **C. PERFORMANCE MATERIALS.**

1. SHIPMENT. Provided Licensor has (i) received the full payment, such production materials (if any) authorized for the Play will be shipped immediately upon receipt of items (ii) and (iii) above.

2. NO REPRESENTATION. Licensor makes no representation as to the adequacy, suitability and/or condition of the production materials.

3. PRODUCTION MATERIAL USE. Licensee understands that the production materials cannot be used for any purpose other than as stated in this License Agreement and anyone connected with the Licensee's organization may not copy, reproduce, sell, electronically store or post to the Internet or otherwise distribute such production materials.

**YOU ARE NOT REQUIRED TO RETURN ANY PART OF THE PRODUCTION MATERIALS TO THE LICENSOR. PLEASE RECYCLE.**

## **D. MISCELLANEOUS**

1. TERMINATION. Any violation of these provisions is expressly prohibited by law and shall result in the automatic termination of this License Agreement. Licensor reserves the right, in its sole discretion, to revoke this License Agreement by sending written notice to you at any time prior to Licensor's receipt of both a signed Agreement and payment in full.

2. NO SUBLICENSE. Under no condition can the License Agreement and/or Production Materials (if any) be assigned, sublicensed or transferred to any other person, corporation or entity.

3. AUDIT. Upon reasonable notice and during normal business hours, the Licensee shall allow Licensor or its designee to inspect the Licensee's books and records relating to the Play and all amateur performances thereof. The Licensee shall make such books and records available in the form in which they are maintained (including digital form as well as print form, if so maintained by the Licensee), and shall provide reasonable assistance during such audit. If a reliable audit shows that Licensor has been underpaid, the Licensee shall promptly make all necessary royalty payments (with interest on the unpaid amounts at a rate of one percent (1%) per month) and shall reimburse Licensor for reasonable audit expenses, upon submission of supporting invoices. Without limiting the foregoing, the Licensee expressly agrees to keep and maintain the Licensee's books and records relating to the Play and all amateur performances thereof for a period of two (2) years following the run of the Play.

4. INFRINGEMENT. The Licensee acknowledges that under the United States Copyright Act, any person who exercises a copyright owner's exclusive rights without permission may be liable as an infringer; that Licensor, as the legal and beneficial owner of certain exclusive rights to the Play, is entitled to institute legal action for any infringement of those rights committed while Licensor owns them; that infringement of a registered work may subject the infringing party to actual damages, statutory damages, and attorneys' fees; and that a court has discretion to award statutory damages in amounts up to one hundred fifty thousand dollars (\$150,000) for willful infringements.

Both Parties agree each other and their  
5. INDEMNIFICATION. The Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, shareholders, officers, directors, employees, agents, authors, and contributors from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or related to (a) use of the Play by the Licensee, or (b) any breach by the Licensee of the terms or conditions of this License Agreement.

either party  
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7. LIMITATION OF LIABILITY. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES SUCH AS LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF LICENSOR TO THE LICENSEE UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THAT ACTUALLY PAID BY THE LICENSEE TO LICENSOR UNDER THIS AGREEMENT.

8. ENTIRE AGREEMENT; INCONSISTENT TERMS. The terms and conditions of this License Agreement constitute the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous proposals, representations, statements, understandings or agreements, written or oral, express or implied, including but not limited to any other terms provided in any purchase order form provided by Licensee. Licensor objects to all terms and conditions different from or additional to those in this License Agreement, whether or not signed by authorized representatives of the parties. Additional or different terms or conditions will only be valid if expressly agreed to in writing on a document that specifically purports to do so, noted on the face of such document and signed by representatives of both parties. Licensee acknowledges that it did not enter into this License Agreement in reliance upon any representation by Licensor or understanding by Licensee that is not set forth herein. This License Agreement can only be modified by a written instrument signed by both parties.

9. GOVERNING LAW; JURISDICTION. This License Agreement shall be governed by the internal laws of the State of Illinois New York, without regard to principles of conflict of laws. Each party hereby expressly consents to the personal jurisdiction of, and waives any objection to venue in, the state and federal courts located in New York, NY for any lawsuit filed there against arising from or related to this License Agreement. the state of Illinois

10. NOTICES. All notices required by this License Agreement shall be sent by regular mail and/or e-mail to the parties at their last known addresses.

DocuSigned by:

Ellen Roberts

3/1/2023

49066CE0BC3E425

Ellen Roberts, VP Administrative Affairs

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

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**Check Request Dramatists Play Service**

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

Fri, Mar 3, 2023 at 10:55 PM UTC

CC:

BCC:

Good afternoon,

Please process the attached check request for Dramatists Play Service. This is a prepaid expense for an FY24 College Theater play license.

Thank you,

**Molly Junokas**

McAninch Arts Center, College of DuPage

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

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**1 attachment**

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